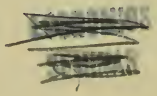

33D ANNUAL REPORT

OF THE

INTERSTATE COMMERCE COMMISSION

DECEMBER 1, 1919

WASHINGTON
GOVERNMENT PRINTING OFFICE
1919

THE INTERSTATE COMMERCE COMMISSION.

CLYDE B. AITCHISON, CHAIRMAN.
EDGAR E. CLARK.
CHARLES C. McCHORD.
BALTHASAR H. MEYER.
HENRY C. HALL.
WINTHROP M. DANIELS.
ROBERT W. WOOLLEY.
JOSEPH B. EASTMAN.

GEORGE B. McGINTY, *Secretary.*

CONTENTS.

APPENDIXES.

REPORT OF THE

INTERSTATE COMMERCE COMMISSION.

WASHINGTON, D. C., *December 1, 1919.*

To the Senate and House of Representatives:

The Interstate Commerce Commission has the honor to submit herewith its thirty-third annual report to the Congress. The period covered by this report extends from November 1, 1918, to October 31, 1919, except as otherwise noted.

Shortly after the armistice the Committee on Interstate Commerce of the United States Senate requested us to designate one of our members to present at the hearings of the committee, then in contemplation, "available data and other information bearing on the railroad situation in the country."

Responsive to this request Commissioner Clark, the senior member of the Commission and chairman of its legislative committee, was designated as such representative. After consideration in conference the Commission authorized him to present to the Senate committee the following statements, the first embodying the prevailing views of the members of the Commission with reference to the subjects therein discussed and outlining generally as to the aforesaid matters the legislative program to which as a body we gave our support; and second, the somewhat divergent views of Commissioner Woolley.

The following is the statement:

It is unnecessary to dilate upon the vital importance of transportation to the country, its commerce and industries, or to picture the immensities of the transportation business and of the plant which it employs. The questions now presented should be considered in a spirit as big and broad as are the interests to be affected thereby. The legislation to be enacted in answer to those questions should be based upon a policy as broad as the territory to which it applies and the law in which our governmental policy is announced should be as big as the business to which it relates. Governmental regulation of corporations engaged as common carriers should reach the corporate activities wherever those activities may lawfully go in serving the public as interstate carriers. The responsibilities of operation under governmental regulation must be accepted by the carrier corporations and the responsibilities that go with such regulation should be accepted in full by the Government.

In our last annual report we said, with regard to the future of the railroads, that whatever line of policy is determined upon the fundamental aim or purpose should be to secure transportation systems that would be adequate for the Nation's needs even in time of national stress or peril and that will furnish to the public safe, adequate and efficient transportation at the lowest cost consistent with that service, and that to that end there should be provision for the following:

1. The prompt merger, without friction, of all the carriers' lines, facilities, and organizations into a continental and unified system in time of stress or emergency. The thought underlying this is that, in the light of recent experiences, the President should be by law authorized in time of national stress or peril to assume possession, control, and operation of the transportation systems of the country to such extent as may be necessary to serve and protect the general public safety and welfare. Such action was found to be essential about one year ago. It is hoped that such an emergency will not again arise, but it seems wise to provide for it if it should come, and that all cavil and controversy as to the lawful power to act should be, by statute, set at rest. The Franco-Prussian War led the British Government to provide by law in 1871 a plan for taking over for governmental needs the railroads of Great Britain. It did not need or use that power until in connection with the World War which began in 1914. The further thought is that there may possibly arise a national stress or emergency, not the direct outgrowth of a war in which we are engaged, which would warrant and justify the exercise of such a power. If the power is provided by law it does not necessarily follow that it will be used, and it must be presumed that no President would exercise it except upon appropriate or proper occasion.

2. Merger within proper limits of the carriers' lines and facilities in such part and to such extent as may be necessary in the general public interest to meet the reasonable demands of our domestic and foreign commerce. The thought underlying this is that it might become necessary or be found desirable in the general public interest to permit, encourage, or require carriers within limits as to extent, territory, and time to merge their lines and facilities or the operation thereof. The exercise of such a power would necessarily be an administrative function.

3. Limitation of railway construction to the necessities and convenience of the Government and of the public and assuring construction to the point of these limitations. The thought underlying the first part of this suggestion is that in some instances, for speculative or competitive reasons, railroads have been built in excess of the reasonable demand and in excess of the necessities of the territory built into, as well as of its reasonably prospective traffic. A railroad once built ordinarily must be operated and permitted to earn a living. The public should not be burdened with the maintenance of two or more railroads when one would substantially answer every legitimate purpose. In this connection it would be desirable that in the exercise of its powers the Congress should say that no railroad shall be constructed or extended that is to engage or is engaged in interstate commerce unless, in addition to required authority from the State, a certificate of public convenience and necessity is secured from Federal authority. The thought underlying the second part of this suggestion is that a railroad having been permitted, by public franchise and the powers that go with it, to build into a given territory, it should be required to properly serve and develop that territory. And in developed territory it is important to provide for the extension of short branch or spur lines or spur tracks to communities and

industries that should be served and that can furnish sufficient traffic to justify such extension.

In some of the States the State officers are authorized to require such extensions, but in such cases they are necessarily primarily concerned with, if not confined to, a consideration of State traffic. Some of the States have not vested such authority in any State official. Ordinarily such extensions would be desired for the purpose of facilitating or making possible the transportation of interstate traffic. The desirability of uniformity is obvious. The exercise of Federal authority should not depend upon whether or not the State has acted and should not be different as to the State that has legislated on the subject and the State that has not so legislated. It therefore seems desirable that the Congress should exercise its jurisdiction in this regard in a plenary way and that where such extensions are desired in connection with the movement of presently existing or prospective interstate traffic and the carrier is unwilling to construct them, it may, upon proper showing and after full hearing, be required to do so by the Federal tribunal.

4. Development and encouragement of inland waterways and coordination of rail and water transportation systems. This means the coordination of rail and water transportation systems by establishment and maintenance of through routes between rail and water carriers and reasonable joint rates applicable thereto, divided upon reasonable bases, whenever and wherever such through routes will facilitate or economize in the movement of traffic and serve a real public interest. The law now prohibits a rail carrier from increasing a rate which has been reduced to meet water competition unless some justification for the increase can be shown other than the elimination of water competition. Where there is legitimate water competition and legitimate reason or occasion therefor, neither the railroads nor the water carriers should be permitted to reduce their competitive rates below a reasonable compensatory level for the purpose of stifling the competition. Rates that are on a level lower than is reasonably compensatory are not a public benefit. If they cover all the traffic the carrier's bankruptcy and destruction are inevitable. If it has other traffic it is certain that it will endeavor from that other traffic to recoup its losses under the noncompensatory rates. A well-directed and proper coordination of rail and water transportation systems will of itself be an encouragement to the development of inland waterways.

We suggested five plans which we thought doubtless would be proposed for adoption as our future governmental policy and said that additional plans and modifications or combinations of those mentioned might be listed.

Much can be said on either side as to the relative advantages and disadvantages which accrue from or necessarily attend either Government ownership and operation or private ownership and operation. It seems obvious that no plan of private ownership should be considered unless it be under a broadened, extended, and amplified governmental regulation. Considering and weighing as best we can all of the arguments for and against the different plans, we are led to the conviction that with the adoption of appropriate provisions and safeguards for regulation under private ownership it would not be wise or best at this time to assume Government ownership or operation of the railways of the country.

The law provides that Federal control shall not continue beyond 21 months after the promulgation of a treaty of peace. The wisdom of thus providing a reasonable period after the passing of the imperative necessities of our Government in actual prosecution of warfare within which to readjust or make preparations for readjustment of traffic conditions and to round out or prepare financial arrangements is hardly open to question. Carriers' properties formerly

composing a system are now under the jurisdiction of two or more regional directors or Federal managers, the current of traffic has in some instances been materially changed, and financial complications exist. Comparatively few contracts for compensation have been perfected between the transportation companies and the Government. Our expression in favor of return to private ownership and operation is, therefore, not to be understood as favoring a return of the properties in a precipitate way. A reasonable period of readjustment or preparation should be afforded and reasonable notice should be given that upon a given date the properties will be restored to their owners.

The experiences under Federal control have still further demonstrated, as had previously been shown in proceedings before and reports of the Commission, that there is necessarily a direct relationship between the wages paid to railroad employees and the rates which the carrier companies must and may charge. The largest item of expense in operation of a railroad is that of wages. Manifestly, from a social standpoint as well as from the standpoint of the nature of the employment, and because of the great importance to the public as well as to the railroads of loyal and devoted service on part of the employees, unaffected by excitement of wage controversies, and of uninterrupted operation of the carrier properties, the railroad employees should be adequately compensated. For the same reasons every reasonable provision should be made to insure proper compensation for the employees, a minimum of friction over questions of compensation or hours or conditions of service, and avoidance of interruption to the operation of the properties.

In the event, therefore, of a continuance of the policy of private ownership and operation under governmental regulation, we think that the following matters, mentioned in our annual report, require legislative consideration, in connection with which the following suggestions should be carefully weighed:

1. Revision of limitations upon united or cooperative activities among common carriers by rail and by water. Under the policy theretofore followed by our Government all efforts to restrict the full play of competition between carriers have been frowned upon or prohibited. Obviously competition between carriers that is wasteful or unnecessarily expensive lays an added burden upon the ratepayers. Elimination of wasteful or unduly expensive competition in rates or service is desirable and under the exercise by the Government of its power to regulate the service and the rates which the carriers may charge and to require an abatement of all unjustly discriminatory, unduly prejudicial, or unduly preferential charges, regulations, or practices, carriers might well be permitted and encouraged to coordinate their activities and merge or consolidate their lines to such an extent as is, after thorough investigation and full hearing, sanctioned by the regulating body. The rates should not be higher than the shipper may reasonably be required to pay and should not be lower than the carrier may reasonably be required to accept. The regulating tribunal should have authority to prescribe not only the maximum which the carrier may charge, but also the minimum. This power would restrain an individual carrier from furthering its own ends at the expense of others by unwise and unwarranted upsetting of reasonable rate adjustments. If the rates and charges are by regulation confined within the reasonably narrow limits between the maximum and minimum reasonable charges, no public interest can be injured by the carriers all maintaining charges within those limits. If, without unduly lowering or restricting the standard of service, economy in maintenance and operation can be secured by cooperative agreement or consolidation, under governmental supervision and approval, of two or more lines, the public is not injured, while the sum available for improvements and betterments of the carrier properties is augmented.

2. Emancipation of railway operation from financial dictation. It would serve no good purpose to recite the many instances in comparatively recent years in which, through financial deals for which it is difficult to find any word of excuse, railroad properties have been bankrupted or saddled with almost overwhelming burdens of indebtedness, which have not increased the amount or value of property devoted to the public service, have not improved the service rendered, and have on the whole had the effect of increasing the charges for service. There should be some way by which under the law these things could be prevented, or, if not prevented, by which the perpetrators could be required to adequately answer for their acts. A transportation line operating by virtue of a public grant, and upon which the industrial, commercial, and social life of communities depends, should not be a football of speculation. The records in investigations made and reported upon by us in cases of financial wrecking of railroad companies suggest the advisability of extending the terms of the Clayton Act with reference to common or interlocking directors so as to render them applicable to common-carrier corporations, even when they are not competitors. Consideration of these questions and a corrective for the abuses referred to lead to—

3. Regulation of issue of securities. The advisability, desirability, and propriety of public or governmental regulation of the issuance of securities by public-service corporations is conceded generally by thinking and fair-minded men. A proper Federal regulation of the issuance of securities by the corporations engaged in interstate transportation and supervision of the application of the proceeds therefrom would go far toward preventing the abuses referred to in the preceding paragraph. The Commission is on record for several years past as favoring such supervision and regulation of the issuance of securities.

4. Establishment of a relationship between Federal and State authority which will eliminate the twilight zone of jurisdiction and under which a harmonious rate structure and adequate service can be secured, State and interstate. If the Government is to assume, as it should, all of the responsibilities that properly go with an amplified and broadened exercise of its regulatory powers and the regulation is to be adequate, the regulating body must have authority and powers which it has not heretofore had over questions of service and physical operation of the carriers. In this way only can an adequate service be secured and kept in harmony with a reasonable level of rates. The conflict of jurisdiction as between the Federal Government and the States could probably be resolved through harmonious cooperation if the Federal tribunal could be authorized to cooperate with State authorities by utilizing their services in appropriate instances and to an appropriate extent.

5. Restrictions governing the treatment of competitive as compared with noncompetitive traffic. This subject is necessarily linked with what has been said relative to revision of limitations upon united or cooperative activities among common carriers by rail or by water. If those limitations are appropriately broad there would seem to be no occasion for different charges, terminal or otherwise, as between so-called competitive and so-called noncompetitive traffic, or for many of the old annoying and expensive restrictions surrounding milling and other services in transit.

6. The most efficient utilization of equipment and provision for distributing the burden of furnishing equipment on an equitable basis among the respective carriers. Under broad revision of limitations upon cooperative activities among carriers they could form equipment pools which would add efficiency in the standardization of construction and in the utilization of equipment.

Under the extension of authority to the regulating tribunal to require adequate service, carriers that are disposed to shirk their duty could be required to provide themselves with the equipment necessary to the furnishing of an adequate service.

7. A more liberal use of terminal facilities in the interest of proper movement of commerce. Here again a broad revision of the limitations upon cooperative activities among the carriers would naturally bring a more liberal use of the existing terminal facilities and would undoubtedly bring about agreements between competing carriers under which existing terminal facilities would be opened to traffic which is now and heretofore has been excluded. If the regulating body is empowered to require adequate service, it could require the enlargement of terminals, if that action were necessary in the public interest, and could require that terminals be opened to traffic in so far as is reasonably and properly in the interests of the commerce of the locality. Where this power was exercised the regulating tribunal would, as a matter of course, determine the reasonable compensation to be paid to the owning carrier for use of its property by the carriers or traffic so using that property.

8. Limitations within which common-carrier facilities and services may be furnished by shippers or receivers of freight. The carrier may provide facilities by ownership, lease, or hire. If they are leased or hired on reasonable terms from those who are not shippers or receivers of freight, no public interest is affected by the arrangement. If the regulating body has power to require an adequate service, it could determine what constitute proper facilities and the extent to which and the instances in which they shall be provided by the carrier. If the regulating body has power to require the most efficient utilization of equipment, it can determine the instances in which and the extent to which special equipment or facilities may properly be demanded of the carriers.

Transportation service and adequate service are demanded by the welfare, the industry, the commerce, and the social life of the whole people. Securing that class of service is more important than is the question of whether it shall be furnished at a slightly higher or a slightly lower charge. An adequate service can not be provided except from adequate revenues and as a result of adequate expenditures for maintenance, improvement, and expansion. Private capital can not be induced to invest in railroad securities unless it can be reasonably assured of the security of the investment and an appropriate return thereon. It necessarily follows that the patrons of the transportation companies must pay rates that will yield revenues sufficient to justify rendering the quantity and character of service demanded. The charges should not be higher than those that will yield proper compensation for the service performed and appropriate return upon the property devoted to the public use. If through enlightened, broadened, and wise regulation that proper balance between revenues, on the one hand, and returns to capital and expenditures in operation, maintenance, and improvement, on the other hand, can be established, the public will be well served at reasonable charges, the employees of the transportation companies will be adequately compensated for their work, and the shippers and receivers will secure, at reasonable rates, an adequate service. It would seem to follow, necessarily, that the securities of the corporations would become stabilized and that when it becomes necessary to utter additional securities under governmental supervision, capital seeking investment would readily respond to the call.

Commissioner Woolley's divergent views are printed below:

If the railroads under Federal control are to be turned back to their owners, then I subscribe to the memorandum submitted by my colleagues, except wherein it says, "considering and weighing as best we can all of the arguments for and against different plans, we are led to the conviction that with the adoption of appropriate provisions and safeguards for regulation under private ownership, it would not be wise or best at this time to assume Government ownership or operation of the railways of the country," with the following two additional recommendations:

(1) With power to supervise the issuance of railroad securities, to prescribe service regulations, and to fix the minimum as well as the maximum transportation rates vested in the Interstate Commerce Commission, the Commission should also be made the tribunal to which carriers and employees, organized and unorganized, would appeal for adjustment of any differences arising between them; also, it should have authority to investigate from time to time the living conditions of railroad workers, to insure regularity of employment, and to fix a minimum wage. Congress should require the carriers, possibly by amending section 10 of the Clayton Antitrust act, to make all purchases of materials, supplies, etc., through competitive bids in the open market, and their correspondence and other documents bearing on transactions of this nature should be subject to inspection by representatives of the Interstate Commerce Commission. This body would then be in a position to act on full information in prescribing reasonable rates, in seeing that there is a fair return on capital invested, and in adjusting labor disputes; labor itself would know that its rights were being protected, even in cases where its demands might not be approved by the Commission. If some such plan is not adopted by Congress, clerks and unorganized labor generally, having no effective means of protecting their rights, will inevitably be the first to suffer upon the least shrinkage of income after return of the roads to private control.

(2) The carriers should be required to set aside fixed portions of their gross annual incomes for depreciation, the percentage to be determined in each case by the Interstate Commerce Commission. This would insure uniformity of method in caring for the properties, and publication of the percentage prescribed in each instance would safeguard the interests of the purchasers of their securities. Chairman Daniels and I are practically in accord on this point.

But I believe the period of Federal control should be extended, as recommended by Director General McAdoo, for a number of reasons, some of which are:

(1) With the Government borrowing more than $20,000,000,000 in a period of two years and with railroad securities, largely speaking, depressed or in a measure discredited, I fail to see where the money is coming from to insure to the United States an efficient and articulate growing transportation system, vitally necessary in the great period of reconstruction just beginning, if the roads are to be returned to their owners for operation. In spite of the clamor from several quarters against further Federal control, the fact remains that following the statement of the Director General that the roads may be given back at an early date if the period of Federal control is not lengthened, there came shrinkages in market quotations of many railroad stocks, in some instances as much as 20 per cent.

(2) Some of our great railroad systems have credit sufficient to raise in the open market the new money which will necessarily be required from time

to time for the development of their properties. For instance, the Pennsylvania, the Burlington, or the Santa Fe may find it possible to float bonds or notes, but I think it will not be seriously contended that a majority of the railroads now under Federal control could do likewise. Especially would they find it difficult if so-called "banker management" should be definitely removed, as is in effect recommended by a majority of the Commission. It is hardly possible that our great financial houses would under the circumstances be willing or able longer to market large issues of railroad stock in order to secure additional funds.

(3) A real danger spot is the so-called "weak sisters." That many not already bankrupt might be thrown into the hands of receivers almost immediately upon return to private control is hardly debatable; that most of them are indispensable links in our national transportation system and should be improved and developed is generally admitted. The Government is the only possible source of financial help for this class of roads.

(4) Our public utilities with approximately $260,000,000 of bonds maturing in the next six months, have been under a heavy strain for some time. If the financial waters should be seriously disturbed through the forcing of the weak members of the present Federal control group into bankruptcy, many of these utilities would find it difficult to weather the storm.

(5) Probably for the first time in our history, all classes of railroad labor have received under Federal control at least reasonable compensation. The rights of union and nonunion workers have been alike considered, with the result that ample living wages have been granted. These workers demand that the recent increases be not withdrawn or reduced. Certain adjustments with a view to establishing proper relationships of wages for given classes of employment may be necessary, but, generally speaking, I think the workers in so demanding have a strong case.

(6) Though the present freight-rate structure is undoubtedly the best that could have been devised under competitive conditions and the act to regulate commerce, long and ably administered by the Interstate Commerce Commission, I am firmly of the opinion that there is urgent need of a new system of rate making, and I see no hope of its being achieved except under Federal control or with the Government owning the railroads. The so-called rate blankets, grouping of communities, basing points, etc., outgrowth of competitive conditions, in my humble opinion make for favoritism and are highly uneconomic. In a word, the freight rate has been frequently used as a sort of protective tariff, by means of which favored cities or communities have prospered at the expense of others. The freight rate should be made, under proper classification, on the basis of a terminal charge plus straight mileage. We are coming to it some day, because it is the only just and logical plan, and I think the sooner it is perfected and adopted the better.

(7) I am aware that our year's trial of Federal control has not been an unqualified success, but to my mind the good accomplished far outweighs the shortcomings and is a promise of better things for the future.

(8) The proposal to return the railroads to private control, though widely discussed by railroad men, financiers, and shippers, has not yet, so far as I am aware, been productive of any concrete plan which would carry the undertaking safely over the breakers obviously ahead.

Commissioner Eastman did not become a member of the Commission until February 17, 1919, and was therefore not a participant in

the deliberations which led to the adoption of the program so submitted to the Senate committee. Under date of July 8, 1919, Commissioner Eastman issued an individual statement which is attached as a supplement hereto.

The formal statements presented to the Senate committee were supplemented by extensive oral testimony and statistical data incorporated in the proceedings of the committee.

Subsequently the Committee on Interstate and Foreign Commerce of the House of Representatives made a similar request, in response to which much additional testimony was submitted and numerous illustrative and explanatory statements compiled. It was our endeavor to meet as fully as possible the requests which the respective committees had made upon us.

As stated in the footnote on page 4 of our last report the car-service section of the Division of Transportation created by the Director General supplanted the carriers' commission on car service and took over its organization and personnel as well as a part of our Bureau of Car Service, thus in effect continuing the arrangement which then existed for handling car service and transportation generally. This method of operation has continued. The experience had under Federal control has demonstrated the public benefits which can be derived from unified direction of car service and emphasizes the necessity for expanded power in the Commission in order that those benefits may be continued and, where practicable, enhanced after operation of the railroads is resumed by their respective owners.

CERTIFICATION OF THE STANDARD RETURN.

Last year we certified to the President the average annual railway operating income of 282 carriers. During the current year we certified the average annual railway operating income of 285 carriers, as shown in Appendix F. As described in our last annual report, these certifications were made from the reports of the carriers rendered to us. After reviewing the accounts of 117 carriers we found that some of the reported figures should be corrected to harmonize with our accounting rules, and that 27 corrected certifications, as indicated in the table below, should be made to the President. Ninety of the original certifications were based upon accounts and computations which required no corrections. Additional corrected certifications will be made where warranted by the further examinations now being conducted.

	Original certification.	Corrected average annual railway operating income.	Decrease.	Increase.
Bellingham & Northern Ry. Co	$40,305.24	$39,353.41	$951.83	
Bessemer & Lake Erie R. R. Co	4,674,714.44	4,713,564.00		$38,849.56
Buffalo & Susquehanna R. R. Corp	592,627.53	591,612.97	1,014.56	
Central of Georgia Ry. Co	3,450,903.32	3,408,808.94	42,094.38	
Dallas Terminal Railway & Union Depot Co	40,820.22	21,655.12	19,165.10	
Duluth, South Shore & Atlantic Ry. Co	594,637.41	562,348.06	32,289.35	
Durham & Southern Ry. Co	134,221.70	133,410.22	811.48	
Gulf & Ship Island R. R. Co	597,455.62	595,883.21	1,572.41	
Lake Superior & Ishpeming Ry. Co	134,584.95	150,879.75		16,294.80
Lehigh Valley R. R. Co	11,321,233.25	11,318,714.48	2,518.77	
Louisiana & Arkansas Ry. Co	407,987.27	359,362.34	48,624.93	
Mineral Range R. R. Co	147,432.29	144,005.79	3,426.50	
Minneapolis & St. Louis R. R. Co	2,639,857.25	2,639,993.61		136.36
Minneapolis, St. Paul & Sault Ste. Marie Ry. Co	10,547,428.70	10,578,977.09		31,548.39
Mississippi Central R. R. Co	309,216.35	308,525.21	691.14	
New Orleans Great Northern R. R. Co	575,951.79	519,904.35	56,047.44	
New York, New Haven & Hartford R. R. Co	17,095,884.34	17,173,366.56		77,482.22
Oregon Short Line R. R. Co	10,196,749.74	10,204,618.94		7,869.20
Oregon Trunk Ry	84,722.38	79,453.86	5,268.52	
Oregon-Washington Railroad & Navigation Co	4,519,352.44	4,491,883.11	27,469.33	
Rio Grande, El Paso & Sante Fe R. R. Co	18,060.06	17,682.99	377.07	
Richmond, Fredericksburg & Potomac R. R. Co	1,137,373.75	1,136,973.75	400.00	
Rockingham R. R. Co	1,648.79	1,343.62	305.17	
St. Johnsbury & Lake Champlain R. R. Co	[1] 23,150.77	[1] 23,450.77	300.00	
St. Louis, San Francisco & Texas Ry. Co	[1] 327,035.36	[1] 332,953.25	5,917.89	
Southern Pacific Terminal Co	207,444.48	207,551.62		107.14
Washington Southern Ry. Co	468,432.81	467,230.04	1,202.77	

[1] Deficit.

BOARDS OF REFEREES.

Under the provisions of section 3 of the Federal control act and in response to petitions filed by railroad corporations, we have appointed eight boards of referees, and upon a petition filed by the Director General we have appointed one such board, to hear claims for just compensation not adjusted by agreement upon a contract, as is contemplated in section 1 of the Federal control act. These boards have proceeded promptly with a view to reporting, as soon as practicable in each case, to the President the just compensation. One of these cases has been concluded, and in four of them the evidence has been presented and briefs are soon to be filed. The several cases brought before boards of referees are: *Anthony & Northern Railway Co.* v. *Director General; Arkansas & Louisiana Midland Railway Co.* v. *Director General; Chicago, Terre Haute & Southeastern Railroad Co.* v. *Director General; Chicago & Alton Railroad Co.* v. *Director General; Director General* v. *Boston, Cape Cod & New York Canal Co.; Midland Valley Railroad Co.* v. *Director General; Pittsburgh & Shawmut Railroad Co.* v. *Director General; San Antonio, Uvalde & Gulf Railroad Co.* v. *Director General; Western Pacific Railroad Co.* v. *Director General.*

A member of the Commission has been appointed upon each board, and the other referees appointed have been named from our official force.

ADVISORY ACTIVITIES.

Under section 8 of the Federal control act, the Director General "may avail himself of the advice, assistance, and cooperation of the Interstate Commerce Commission and of the members and employees thereof." The Director General has made formal requests in response to which we have entered upon the following investigations in addition to that reported in *In re Increase in Express Rates*, 51 I. C. C., 263, referred to below under the heading "Express Companies":

Into the reasonableness and propriety of descriptions, rules, regulations, ratings, and minimum weights provided in "Proposed Consolidated Freight Classification No. 1," excepting the rules and regulations governing the transportation of explosives and other dangerous articles. 54 I. C. C., 1.

Into the charges, rules, and regulations contained in a proposed consolidated tariff known as Perishable Protective Tariff No. 1, applicable for special services in the handling of perishable freight of all kinds between points in the United States.

Concerning the rates, rules, classifications, and practices applicable to transportation of property in the State of Illinois and such other transportation as may be subject to the Illinois classification.

Into the relationship between the rates on coal to points in Minnesota, North Dakota, South Dakota, and the northern portion of Michigan, from mines in Ohio and West Virginia, via the Lakes, as compared with rates to the same destinations from mines in Illinois and Indiana, all rail. 53 I. C. C., 590.

Concerning the reasonableness of proposed increased class and commodity rates between points in official classification territory and southeastern territory, the southeast and points on or east of the Missouri River.

Into the proposed rates and regulations in connection with the transportation of grain and grain products from northwestern points to destinations east thereof.

INVESTIGATIONS ON COMMISSION'S OWN MOTION.

The following investigations have been concluded:

For the purpose of determining whether the use by the Nashville, Chattanooga & St. Louis Railway of certain steamboats and barges for the transportation of passengers and freight on the Tennessee River constitutes a violation of section 5 of the act to regulate commerce, as amended. 49 I. C. C., 737.

Concerning rates, fares, charges, rules, regulations, and practices contained in freight and passenger tariffs of the Michigan Railway Co. Discontinued March 31, 1919.

Concerning the issuance and use of passes and franks and as to free passenger service. Discontinued March 21, 1919.

Concerning the reasonableness of rates on cement between points in western trunk-line territory and adjacent territory. 52 I. C. C., 225.

As to the reasonableness of charges upon cars transported as freight on their own wheels, either loaded or empty. Discontinued March 14, 1919.

Concerning the rates, practices, rules, regulations, and classification of lumber and products of lumber. 52 I. C. C., 598.

Concerning the propriety of joint rates between the Norfolk & Western Railway Co. and Big Sandy & Cumberland Railroad Co. and the divisions of such rates. Discontinued March 3, 1919.

Concerning the propriety of joint rates and divisions thereof between the St. Louis, Iron Mountain & Southern Railway Co. and the New Orleans, Texas & Mexico Railway Co. and the Kinder & Northwestern Railroad Co. Concluded August 10, 1918.

The following investigations are still open, but during the period reports thereon have been made as noted:

Concerning allowances to short lines of railroads serving iron and steel industries. 53 I. C. C., 104.

Concerning the rules, regulations, and practices with respect to the issuance, transfer, and surrender of bills of lading. 52 I. C. C., 671.

Concerning rules and regulations governing the transportation of inflammable and other dangerous articles. Revised regulations prescribed. 53 I. C. C., 533.

The following investigations are still open, but during the period no reports have been made therein:

Concerning the propriety of rates, charges, practices, rules, regulations, ratings, classifications, carload minima, differentials for hauls over two or more lines, and bridge tolls or charges applicable on traffc between Memphis and points in Arkansas and contiguous territory in Missouri and Oklahoma.

Concerning the class and commodity rates from eastern cities and interior eastern points, Virginia cities, Buffalo-Pittsburgh territory, Ohio and Mississippi River crossings, south Atlantic and Gulf ports, and points in the Mississippi Valley to points in southeastern territory.

Concerning the practices of common carriers in leasing their facilities and other properties to shippers.

Concerning the rates, rules, regulations, and practices of carriers governing transportation of live stock, fresh meats, and packing-house products.

Concerning the propriety of joint rates between the St. Louis, Iron Mountain & Southern Railway Co. and Gulf, Colorado & Santa Fe Railway Co. and Oakdale & Gulf Railway Co., and the divisions of such rates.

Concerning issuance, form, and substance of receipts and freight bills.

With a view to the entry of an order or orders fixing and determining fair and reasonable rates and compensation for the transportation of mail matter by railway common carriers in accordance with section 5 of the act approved July 28, 1916, making appropriations for the service of the Post Office Department for the year ended June 30, 1917.

Concerning rates, practices, and regulations governing transportation of import traffic as compared with those governing domestic traffic.

Into the propriety of divisions, rules, regulations, and practices of the Sugar Land Railway Co. and of its connections.

Concerning the propriety of the rates, rules, regulations, and practices of common carriers governing transportation of petroleum and its products between points in official classification territory.

Concerning the carload minima governing the transportation of lumber and lumber products between all points in the United States.

With a view to the entering of orders fixing fair and reasonable rates and compensation for the transportation of mail matter by urban and interurban electric railway companies in accordance with the act approved July 2, 1918, making appropriations for the service of the Post Office Department for the year ending June 30, 1919.

Concerning the reasonableness of rates on bituminous coal from points in Virginia, West Virginia, Kentucky, and Tennessee to points in Virginia, North Carolina, South Carolina, Georgia, and Florida.

CONSOLIDATED CLASSIFICATION.

In our thirty-second annual report we advised the Congress that following the policy outlined in our previous reports we had continued to endeavor to stimulate uniformity in freight classification. We stated that as a result thereof we had inquired of the carriers as to why they could not by January 1, 1919, or earlier, effect an assimilation or consolidation of the three general freight classifications into one volume containing one set of uniform rules and regulations and with three rating columns, one for each territory; that this was followed by the appointment by the Director General of a small committee, of which our classification agent was a member, to take up and finish the work delegated in September, 1908, to the carriers' committee on uniform classification; that the special committee duly submitted such a volume and that request was made upon us by the Director General under section 8 of the Federal control act to make an investigation with respect thereto and submit our recommendations to him. We further reported that hearings had been held in various parts of the country but had not been concluded.

The hearings were concluded shortly after our last annual report was submitted, some 15,000 pages of testimony having been taken and 800 exhibits filed. Our report and recommendation was submitted to the Director General on September 22, 1919, 54 I. C. C., 1. All of the carriers subject to the act and which were not under Federal control were made respondents to the proceeding in order that the same classification might, if that course were found advisable, be prescribed for their use also.

The consolidated classification was not proposed as, and is not, a uniform classification in the generally accepted sense of the term. It would preserve the identity of the official, southern and western classifications. In consolidating the classifications and unifying the rules and descriptions numerous concessions were made and some long-standing and deep-rooted controversies growing out of territorial or local traffic policies were cast aside. Some radical changes were necessary in order to accomplish the desired uniformity as to rules and descriptions. There was no concerted effort to make the ratings uniform, but uniformity seems to have been kept in mind. The special committee was not directed to change ratings that were not necessarily or reasonably incident to changes in descriptions, and most of the increases and reductions in ratings proposed by the classification chairmen had no necessary connection with the work assigned to the special committee. Our representative thereon had no voice in assigning the ratings. Changes proposed for the purpose of attaining a greater degree of uniformity had more of an upward

than a downward trend. While some of the proposed changes had been discussed with the public, the great majority of changes were laid before the public in the consolidated volume for the first time. The following table will give some idea of the magnitude and scope of the general revision put forward by the carriers:

Nature of changes.	Number of changes in the classification.			
	Official.	Southern.	Western.	Total.
Increase in ratings	890	2,574	393	3,857
Reduction in ratings	478	898	464	1,840
Carload ratings eliminated [1]	136	1	4	141
Increases in minimum weights	342	599	194	1,135
Reductions in minimum weights	229	73	61	363
Carload minimum weights to which rule 34 is added, subjecting them to the graduate scale	39	49	132	220
Additions or new items	1,144	1,665	425	3,234
Total	3,258	5,859	1,673	10,790

[1] The number of carload ratings established does not appear, but they are included in the reductions.

An increase of more than one class in the rating effects an increase in the average charges ranging from 15 to 25 per cent. Many reductions were proposed, but it happens that, upon the whole, they would not apply to traffic of the same importance as would the increases. The Director General did not intend the consolidated classification as a revenue measure, and the classification committeemen disclaimed any purpose on their part to make it such. The record showed that, in the main, the proposed increases reflected conscientious efforts to bring about a proper relationship of ratings and to fairly distribute the transportation expenses over the various articles of traffic. Generally speaking, the consolidated classification, as proposed by the carriers, would bring them more revenue. So far as western classification territory is concerned, most of the increases proposed were of minor importance and comparatively few of them were protested, but in the two other territories some of the increases would apply on important kinds of traffic, and were the subjects of vigorous protest. The uniform rules, descriptions, and estimated and minimum weights were generally recognized as desirable and were received with favor. Objections were voiced mainly to increased ratings and to a general rule relating to charges on mixed carload shipments.

An absolutely uniform classification could be prepared and proposed only in connection with a uniform system of rate scales having a uniform number of classes. Until that is worked out, however, there is no real bar to complete uniformity except in so far as carload freight in the lower classes is concerned. The percentage relationships between the classes are not uniform, even within any one of the

three classification territories, nor among the tariffs of the same system of railroads, or even for different distances in the same tariff. This should not be a bar, however, to partial uniformity.

A study of the changes in ratings proposed by the classification chairmen disclosed inconsistencies in each territory which we could not endorse. We, therefore, had a comprehensive analysis of the existing and proposed ratings made to ascertain whether or not we could properly recommend, with modifications, the somewhat general revision of ratings proposed, or an amplification of those proposals. We found that we could not properly recommend either, for the reason that many and important changes as to which interested shippers had had no notice or opportunity to be heard would be included.

Our analysis of existing and proposed ratings was made with a view of also ascertaining what changes in existing ratings other than those proposed would, in the judgment of our experts, formed without fully hearing shippers or carriers that would be affected thereby, be proper to propose in any general revision of ratings having for its principal purpose attainment of a higher degree of uniformity. The results of this analysis appear as an appendix to our report, and constitute practically a uniform classification, so far as the first four classes are concerned. The results of this laborious work are thus preserved. They will be available and valuable in the future as efforts in the direction of uniformity progress. We stated that they were the tentative views of our expert assistants who heard the case, and should not be understood as findings or conclusive suggestions by us.

So far as general rules, commodity descriptions, packing specifications, and estimated and carload minimum weights are concerned, and subject to the modifications thereof indicated in our report, we recommended the adoption of the consolidated classification for application in lieu of the present official, southern and western classifications by carriers under Federal control. With but two or three exceptions we did not recommend changed ratings except as the establishment of new items indirectly effected changes and such as may be a reasonably necessary part of the establishment of uniform descriptions, specifications, or minimum and estimated weights. The suggestions in the appendix, so far as they affect uniform descriptions, packing specifications, and minimum and estimated weights were adopted as recommendations by us without prejudice. The same rules, descriptions, packing specifications, and minimum and estimated weights, subject to the same modifications and limitations, were, tentatively, and without prejudice, found just and reasonable for carriers not under Federal control. We also tentatively suggested

a 10-class classification for the entire country and uniform percentage relationships among the classes in the class-rate scales throughout the country.

The Director General has instructed the territorial classification committees to prepare a consolidated classification conforming to our recommendations, and it is expected that such an issue will be filed at an early date. The proposed classification is the result of effort toward uniformity extending over a long term of years and since uniform rules and descriptions are necessary before uniformity in ratings is possible it marks an important step toward a uniform classification.

In connection with the consolidated classification, the Director General requested that we hear evidence as to the effect of canceling various state classifications and substituting therefor the consolidated classification. This request was not made until the hearings as to the latter were well advanced and no order was made broadening the scope of the hearings. Generally speaking the states of Alabama, Florida, Georgia, Illinois, Iowa, Mississippi, Nebraska, North Carolina, and Virginia have their own classifications. Evidence was accordingly received on this subject. Our conclusion was that while ordinarily there could be no justification for a different rating on an article when transported wholly within a state than when moved into or out of the state or between states in the same general territory, equality between intrastate and interstate ratings should not be accomplished by such substantial increases on important articles of traffic as would result if the proposed consolidated classification were substituted for the state classifications. We expressed the view that the respective situations should be worked out carefully and gradually after full investigation and cooperation with the interested shippers and state commissions with a view to not depriving any commodity or community of fair and reasonable rates and that, therefore, we could not recommend the substitution of the proposed consolidated classification for the state classifications. The question of the elimination of the Illinois classification was pending before us at the close of the period.

The question of eliminating exceptions to the territorial classifications was not referred to us by the Director General.

RAILWAY MAIL PAY.

The act of Congress of July 28, 1916, 39 Stat., 421, 425, directed us to fix and determine from time to time the fair and reasonable rates and compensation for transportation of mail matter by the railroad common carriers, and the services connected therewith, and to prescribe the method or methods, by weight or

space, or both, or otherwise, for ascertaining the rate or compensation. The Postmaster General was authorized, with our consent, to put into effect a space-basis system of pay, in the manner and at the rates provided in the act, and to the extent he might find practicable and necessary. On November 1, 1916, the Postmaster General placed on the space-basis substantially all the mail routes in the country, except those on short branch lines and short-line railroads.

In order that the we might have data upon which to determine the cost of the mail service performed by the railroads of the country the Postmaster General and the railroads agreed upon a plan to secure them for presentation. Reports were required from all railroads in the country engaged in transporting the mails, giving in detail the amount of the service each performed and the cost thereof as nearly as could be ascertained. The results were tabulated by the Post Office Department and the railroads, respectively, and submitted in evidence and explained by their compilers at hearings. After extended hearings and filing of briefs the matter was orally argued before us on October 5.

The act of Congress of July 2, 1918, 40 Stat., 742, 748, directed us to fix and determine from time to time the fair and reasonable rates and compensation for the transportation of mail matter by urban and interurban electric railway common carriers and the service connected therewith, and to prescribe the methods for ascertaining such rate or compensation and to publish same; and orders so made and published continue in force until changed by us after due notice and hearing.

Extended hearings have been had throughout the country, and the case is to be argued before us on December 6 of this year.

STANDARD TIME ZONE INVESTIGATION.

As shown by our last annual report, under the provisions of the act of Congress approved March 19, 1918, entitled "An act to save daylight and to provide standard time for the United States," we prescribed the limits of the first four time zones of continental United States. 51 I. C. C., 273. The act provides that the order of the Commission prescribing the zones may be modified from time to time. Certain modifications shown to be desirable for the greater convenience of commerce have been made in the limits of the zones as originally prescribed. 51 I. C. C., 499, 555, and 53 I. C. C., 208.

REPARATION.

In our thirtieth annual report to Congress, in December, 1916, we said:

In connection with the question of reparation on account of an unreasonable rate charged it should be borne in mind that the standard of reasonableness

under our act is not a definite fixed standard. That is to say, whether a certain rate is reasonable or not often can not be known by the carrier until the Commission has passed upon it. Now, in seeking reparation on account of an unreasonable rate, complainants frequently invoke the common law in support of their claims, but we have been referred to no common-law case where the standard exceeded by the carrier was not a fixed definite standard which the carrier knew and was bound to observe. The act contemplates that we shall find rates reasonable or unreasonable according to whether, in our opinion, the rate bears a proper relation to the service rendered. But this is preeminently a question upon which opinions of the Commission and of the carriers may differ, and the act contemplates an original exercise of the carriers' judgment.

We also pointed out that as its awards of reparation are only prima facie evidence in the court and as they must be enforced in the courts, if not paid by the carrier, the rights of a shipper might be sufficiently protected by amending the law so as to place the power to award reparation exclusively with the courts.

The Supreme Court has since dealt with the rights of shippers to reparation where the rates are found to be unreasonable in *Southern Pacific Co.* v. *Darnell-Taenzer Lumber Co.*, 245 U. S., 531. The defense of the carriers in that case was that the complainant was not damaged and that it had in fact passed the unreasonable charge along to the consumer in the price of his goods. As to this the court said:

> The general tendency of the law, in regard to damages at least, is not to go beyond the first step. As it does not attribute remote consequences to a defendant so it holds him liable if proximately the plaintiff has suffered a loss. The plaintiffs suffered losses to the amount of the verdict when they paid. Their claim accrued at once in the theory of the law and it does not inquire into later events. * * * If it be said that the whole transaction is one from a business point of view, it is enough to reply that the unity in this case is not sufficient to entitle the purchaser to recover, any more than the ultimate consumer who in turn paid an increased price. He has no privity with the carrier. * * * The carrier ought not to be allowed to retain his illegal profit, and the only one who can take it from him is the one that alone was in relation with him, and from whom the carrier took the sum. * * * Behind the technical mode of statement is the consideration well emphasized by the Interstate Commerce Commission, of the endlessness and futility of the effort to follow every transaction to its ultimate result, 13 I. C. C., 680. Probably in the end the public pays the damages in most cases of compensated torts.
>
> The cases like *Pennsylvania R. R. Co.* v. *International Coal Mining Co.*, 230 U. S., 184, where a party that has paid only the reasonable rate sues upon a discrimination because some other has paid less, are not like the present. There the damage depends upon remoter considerations. But here the plaintiffs have paid cash out of pocket that should not have been required of them, and there is no question as to the amount of the proximate loss. See *Meeker* v. *Lehigh Valley R. R. Co.*, 236 U. S., 412, 429. *Mills* v. *Lehigh Valley R. R. Co.*, 238 U. S., 473.

Under the act to regulate commerce there are three principal public wrongs: (*a*) To exact an unreasonable rate is unlawful under section

1; (*b*) to unjustly discriminate is unlawful under section 2; (*c*) to practice undue preference or undue prejudice is unlawful under section 3. Section 8 of the act provides that the carrier—

> * * * shall be liable to the person or persons injured thereby for the full amount of damages sustained in consequence of any such violation of the provisions of this act. * * *

Section 16 provides:

> That if, after hearing on a complaint made as provided in section 13 of this act, the Commission shall determine that any party complainant is entitled to an award of damages under the provisions of this act for a violation thereof, the Commission shall make an order directing the carrier to pay to the complainant the sum to which he is entitled on or before a day named.

Section 9 gives the persons claiming to be damaged the right to file his suit for the damages in a court. These provisions empower us and the courts to award damages growing out of violations of the act.

That damages in a pecuniary sense must be proven upon an allegation of unjust discrimination or undue preference under sections 2 and 3 of the act, and that no such proof is required upon an allegation of unreasonableness under section 1 of the act allows the cause, character, and measure of the wrong rather than the proof of injury to determine whether damages should be awarded. That is to say, damages are presumed by the payment of an unreasonable charge, and the measure of damage is a question of law instead of a question of fact. The statute does not fix the measure of damages to be the difference between a reasonable and an unreasonable rate, as a matter of law or otherwise. 211 Fed., 810. On the contrary, it was decided in *L. & N.* v. *Ohio Valley Tie Co.*, 242 U. S., 277, that the damage resulting from the payment of unreasonable rates might be the difference between the rates or it might be the damage to the complainant's business "following as a remoter result of the same cause;" and that the latter "must be taken to have been considered in the award of the Commission and compensated when that award was paid."

We have often said that there is no presumption of damage under the act, and that the distinction is plain between a carrier's unlawful act and the shipper's right to damage, if any, caused thereby. *Oregon Fruit Co.* v. *S. P. Co.*, 50 I. C. C., 719.

The distinction between the rule of damage of the *International Coal Case* in respect to discriminatory rates and the rule of damage in the *Darnell-Taenzer Case* in respect to unreasonable rates is apparently based upon what is said to be the common-law principle that an unreasonable charge is equivalent to an "extortion" or "overcharge." But there appears to be no real analogy between an

action to recover an extortion or overcharge at common law and an action to recover an unreasonable charge under the act to regulate commerce. The common-law action is more nearly analogous to an action to recover a charge over and above the published rate. At common law the overcharge was often in fact an extortion. But the exaction of a published charge which is legal under the statute, and which is afterwards found to be unreasonable, is in no proper sense an extortion, inasmuch as the law itself requires the payment of the published rate or charge. In publishing rates in the first instance carriers have no way of knowing that a regulating commission will subsequently find a particular rate to be unreasonable. It is understood that common-law cases were rare and were usually based upon a breach of contract, i. e., where the carrier forced the shipper to pay a rate or price that exceeded the contract rate or price and was thereby guilty of extortion.

In *Anadarko Cotton Oil Co.* v. *A., T. & S. F. Ry. Co.*, 20 I. C. C., 43, cited by the Supreme Court in *Baer* v. *D. & R. G.*, 233 U. S., 479, we said:

> A rate reasonable in view of the circumstances and conditions when it is established may, in the course of time, become unreasonable by virtue of changed circumstances and conditions. It is manifestly impracticable for the carriers and the Commission in such a case to determine at what exact time in the gradual process of changes a rate becomes unreasonable. It follows that the Commission is not justified in awarding damages in any case except on a basis as certain and definite in law and in facts as is essential to the support of a final judgment or decree requiring the payment of a definite sum of money by one party to another.

The fact suggested by the court in the *Darnell-Taenzer Case*, that in the end the public probably pays the damages in most cases of compensated torts and that the ultimate consumer who may have been actually damaged by the unreasonable charge can not recover, appears to be an insufficient reason upon principle why the shipper, who eventually has not been damaged, should be allowed to recover. The exaction of an unreasonable charge by a carrier is a public wrong; but there is a clear distinction between a public wrong and private damages. *International Coal Case.* If the law provided that no recovery shall be allowed for any violation of the act unless the party claiming reparation can show that he suffered pecuniary loss or damage, it would probably result that in some cases the damages could not be proven and the unreasonable charge would be retained by the carrier. If it be felt that it would be against public policy to permit carriers to retain charges found to be unreasonable, it would seem preferable that the carrier be required to pay the unreasonable charge into the public treasury than to continue the

policy which permits a private individual who has not really suffered damage to recover.

Incidentally, the law now permits carriers to retain certain unreasonable charges. Where rates are found to be unreasonable reparation is awarded only to parties claiming it within the statutory period. The unreasonable charges exacted from others are retained by the carrier. And as already pointed out, an unreasonable rate under existing conditions is in the last analysis a matter of judgment, and in a legal sense is not generally an extortion. If the amendment suggested by us in 1916 were adopted, provision should be made to the effect that reparation for unreasonable rates or charges should be awarded in the courts only upon finding by the Commission that such rates or charges were unreasonable as of a particular time and during a particular period. Otherwise, different courts might reach different conclusions as to the amount of the reparation, and the results would be unfortunate.

The law might well affirmatively recognize that private damages do not necessarily follow a violation of the act; and provide that sections 8, 9, and 16 of the act shall be construed to mean that no person is entitled to reparation except to the extent that he shows that he has suffered damage. The close analogy between a relatively unreasonable or unjust rate and an unjustly discriminatory or unduly prejudicial rate, and the difficulty of determining just when a rate becomes unreasonable or that it is unreasonable per se, suggest that the law should provide that if a rate is found to be unreasonable the rule of damages laid down in the *International Coal Case* should control.

What is said herein is not intended to relate to discriminations knowingly planned or practiced which may be the subject of prosecutions before the courts.

HOLDING COMPANIES.

The organization of holding companies for the purpose of controlling operating carriers or transportation systems and the close relationship existing between such companies and the properties controlled by them, entitle the public to information relating to their activities and operations similar to that required by law from owning companies.

In the investigation of the affairs of operating railroad companies under authority of section 20 of the act our work has been obstructed by reason of the fact that desired information concerning

the carrier under investigation was obtainable only from the records of a holding company which questioned our authority to inspect its records and accounts. The information thus sought usually has to do with the financial status of operating companies and their relationships to other carriers—matters of manifest concern to the public and important in the performance of our regulatory duties.

Holding companies are not specifically dealt with in the act to regulate commerce in its present form and our authority with respect to their affairs has not been judicially determined. In order that our jurisdiction may be made entirely clear it is recommended that section 20 of the act be amended by inserting therein a provision that its terms shall also apply to holding companies.

PROCEDURE ON FORMAL DOCKET.

In February, 1917, we inaugurated, in connection with the larger and more important cases, the procedure of submitting to interested parties the proposed reports of examiners. This plan gave such general satisfaction that it was not unusual for counsel to ask that it be followed in particular cases as to which the rule was not then applicable. If no exceptions are filed to the statement of facts proposed, it is reasonable to assume that the facts are correctly stated. Our experience under this plan has been such as to lead us to extend it.

When a case is assigned for hearing, the following announcement accompanies the notice:

1. If oral argument before the presiding examiner is desired, he should be so notified at or before the opening of the hearing of said case and may arrange to hear the parties at the close of the taking of testimony within such limits of time as he may determine, having regard to other assignments for hearing before him.

2. The presiding examiner shall fix for all parties the same time within which to file their first briefs.

3. After expiration of the time set for briefs, the presiding examiner will prepare his proposed report containing the statement of the issues and facts and the findings and conclusions which he thinks should be made. Copies of this proposed report will be mailed to the attorneys appearing of record for the parties.

4. Within 20 days after the mailing of the proposed report any party may file and serve, as prescribed for briefs in Rule XIV, of the Rules of Practice, exceptions to the examiner's proposed report and brief in support of the exceptions. Exceptions and brief may be contained in one print. Applications for oral argument before the Commission may be made at the time of filing exceptions to the tentative report.

5. Exceptions to the examiner's proposed report should be specific. If exception is taken to any statement in the report, reference should be made to the pages or parts of the record relied upon and a corrected statement submitted.

6. In the absence of exceptions that are sustained or of ascertained error, the statement of the issues and of the facts proposed by the examiner will be taken by the Commission as the basis of the report.

In order to meet the convenience of those who desire to argue their cases while the evidence is fresh and clear in their minds, or who prefer not to incur the expense incident to argument at Washington, or the preparation and printing of briefs, we have adopted the following special rule applicable at all hearings in complaint and investigation and suspension cases, and available to those who may also desire to file briefs or to apply for oral argument before the Commission or a Division thereof in accordance with the Rules of Practice:

SPECIAL RULE.

If oral argument before the presiding examiner is desired, he should be so notified at or before the opening of the hearing of the case, and may arrange to hear the argument at the close of the taking of testimony within such limits of time as he may determine, having regard to other assignments of hearing before him. Such argument will be transcribed and bound with the transcript of testimony and will be available to the Commission for consideration in deciding the case.

After a case is submitted upon exceptions or upon oral argument before us, we take it under advisement and give it personal consideration. Later it is subject to conference deliberation. All the more important investigations receive the personal attention of one or more commissioners at every stage of the proceeding.

FORMAL DOCKET.

The formal complaints filed numbered 838, of which 695 were original complaints, and 143 subnumbers, which may be compared with 342 original complaints and 114 subnumber complaints filed during the previous period. We decided 458 cases and 140 have been dismissed by stipulation, or on complainant's request, making a total of 598 disposed of, as against 653 during the previous year.

We conducted 839 hearings and took approximately 106,591 pages of testimony, as compared with 596 hearings and 104,983 pages of testimony during the preceding year.

Subjoined is a statement which shows certain facts as to the condition of our docket upon November 1, 1917, 1918, and 1919:

	1917	1918	1919
Cases at issue, but not set for hearing	185	21	54
Cases set for hearing, but not heard	111	142	184
Cases heard, but not fully submitted	110	87	24
Cases submitted	643	386	274
Total cases pending	1,217	768	860

APPLICATIONS TO INCREASE RATES UNDER THE AMENDED FIFTEENTH SECTION.

The total number of these applications filed since the amendment of August 9, 1917, is 8,439; number pending October 31, 1918, 1,237. During the year 1,755 applications have been filed; 1,041 have been approved; 37 have been denied in full, and 68 denied in part; 1,024 have been withdrawn by the applicant carriers; 8 have been assigned to dockets for formal hearings; and 814 are now pending.

The amendment of August 9, 1917, to section 15 of the act, expires by limitation January 1, 1920.

INVESTIGATION AND SUSPENSION DOCKET.

No proceedings were instituted on this docket. We declined to suspend protested schedules in 10 instances, and disposed of 8 proceedings previously instituted.

TELEGRAPH AND TELEPHONE COMPANIES.

By proclamation of July 22, 1918, under joint resolution of Congress of July 16, 1918, the President took possession and assumed control and operation, through the Postmaster General, effective midnight July 31, 1918, of "every telegraph and telephone system and every part thereof within the jurisdiction of the United States." On July 31, 1919, these properties were returned to their owners. The joint resolution of Congress did not reserve any of the regulatory powers conferred upon us and during the year of Federal control of these companies we did not exercise any regulatory powers over their rates, charges, or practices.

EXPRESS COMPANIES.

After hearing upon application of the express companies for a 10 per cent increase in their interstate rates, we authorized such increase on June 17, 1918. *Proposed Increase in Express Rates*, 50 I. C. C., 385. These rates were made effective July 15, 1918.

On June 21, 1918, an agreement was entered into between the United States, represented by the Director General of Railroads acting on behalf of the United States and the President, and the Adams Express Company, American Express Company, Southern Express Company, and Wells Fargo & Company, under which said express companies were by mutual agreement between themselves merged into the American Railway Express Company for the period of Federal control of transportation systems, and said American Railway Express Company entered into a contract with the Director General, effective July 1, 1918, and to continue during the full period of Federal control as provided in the Federal control act for the

performance of express service on transportation lines and systems under Federal control and direction of the Director General.

On November 16, 1918, the President took possession, control, and operation of the American Railway Express Company, and placed it under the charge of the Director General of Railroads.

In October, 1918, the Director General, acting under the terms of section 8 of the Federal control act, submitted to us certain data and recommendations that had been made to him regarding a proposed increase in express rates with request that we investigate and advise him (*a*) whether or not certain proposed increases in express rates would produce approximately an estimated sum of revenue; (*b*) if the proposed increases would not yield approximately that revenue, what basis of increase under the same method would yield the required amount; (*c*) if the amount of increased revenue was correctly approximated, was the proposed method of procuring it proper; and (*d*) if a different method of procuring the increase ought to be adopted, what should be the amount of the increase? We reported on this request of the Director General on October 22, 1918. *In Re Increase in Express Rates*, 51 I. C. C., 263.

Effective January 1, 1919, by his general order No. 56, the Director General adopted the block system of stating express rates in the three states which had not theretofore adopted that system and increased the express rates generally about 8 per cent.

During the period covered by this report schedules of rates substantially in accordance with the block system applicable to less than carload shipments of fruits and vegetables produced in 10 of the southern states have been established interstate, and similar schedules were also established on intrastate shipments in several of the states. Schedules of interstate carload rates on these commodities are still under consideration by the express company.

The Director General has filed with us, to become effective December 10, 1919, regulations governing the packing of property shipped by express. These regulations contemplate better protection to the property transported and consequent reduction in loss and damage claims.

Numerous informal complaints have been received because of delays in payment of claims for loss of, damage to, or delays in the transportation of property by express. These have been taken up with the several companies and in general disposed of. The Adams Express Company, not now engaged in the transportation of property, has in some instances failed to give claimants definite response within two years after delivery of the property or after a reasonable time for delivery has elapsed, and has refused to pay claims when suits were not brought within the period of two years and one day after delivery as was stipulated in the contract of shipment. In some

instances it has offered to adjust the claim by payment of 60 per cent of the amount claimed, explaining that if that offer were not acceptable investigation would be continued and the claim disposed of on its merits. While the several companies were merged under a contract with the Director General, apparently no provision was made for the assumption by the American Railway Express Company of claims against the constituent express companies the cause of action in which accrued prior to the creation of the consolidated company.

THE FOURTH SECTION.

The operation of the transportation systems of the country by the Director General of Railroads under the Federal control act has had a marked effect upon the applications for relief from the requirements of the fourth section of the act to regulate commerce. The Director General has, in important instances, declined to defend carriers' applications for relief under the fourth section, but requested relief in a few instances. The applications filed have been in the main on behalf of carriers not under Federal control, and as these carriers form in the aggregate but a small part of the transportation system of the country, and have comparatively few situations where such relief is necessary, the number of applications has been less than in previous years.

The number of applications received for relief from the provisions of the fourth section was 51, a decrease of 214. The number of fourth-section orders entered was 182, of which 127 were permanent in character and 55 for temporary relief. Of the orders entered, 122 were in response to applications included among the original 5,030 applications for authority to continue then existing fourth-section departures, and 60 were in response to applications filed subsequently. Applications withdrawn after correspondence with carriers numbered 23. Orders granting relief in whole or in part total 82; orders denying relief in whole or in part numbered 124. Applications were assigned in whole or in part for hearing in connection with other proceedings in 157 instances.

In *Earle Cooperage Company* v. *St. L., I. M. & S. Ry. Co.*, 53 I. C. C., 295, we had under consideration the influence of potential water competition on the Mississippi River as affecting rail rates on hardwood lumber and cooperage material from Helena and West Helena, Ark., and Memphis, Tenn., to St. Louis, Mo., and other points. We found that there was no longer any actual water competition on the Mississippi River in respect to this traffic, and denied carriers authority to continue charging higher rates from the intermediate points than from the more distant points on the river. On the application of interested shippers from other points this case has been reopened.

An important question frequently arising is as to the right of complainants to reparation when higher rates are charged for shorter than for longer distances over the same line or route where the shorter is included within the longer distance, in violation of the fourth section.

This question is considered in our reports in *Iten Biscuit Co.* v. *Chicago, Burlington & Quincy Railroad Company.* In our original report in that case, 50 I. C. C., 724, the rates charged were found to have been in violation of the long-and-short-haul rule, but in the absence of proof of unreasonableness and damage, reparation was denied and the complaint dismissed.

Upon complainant's petition the case was reopened for further consideration. In our report, 53 I. C. C., 729, the original findings were affirmed. We stated, following the decision of the United States Supreme Court in *Pennsylvania Railroad Co.* v. *International Coal Co.*, 230 U. S., 184:

> Before an award of reparation can lawfully be made, damages must be proven. Where the unlawful act was the collecting of a rate which we find to have been unreasonable and more than just compensation for the service rendered, the Supreme Court has held, in effect, that damage is established by the very circumstances of the case. As was said in *Southern Pacific Co.* v. *Darnell-Taenzer Co.*, 245 U. S., 531, "The plaintiffs have paid cash out of pocket that should not have been required of them, and there is no question as to the amount of proximate loss." But where the unlawful act was the charging of a higher rate for a shorter than for a longer haul, in violation of the provisions of the fourth section of the act, it does not follow that the higher rate was unreasonable or more than should justly have been required for the service performed. As we find was the fact in the present instance, the higher rate may have been reasonable per se and the lower rate too low. In such a case the violation should have been eliminated by raising the lower rate, and a complainant who paid the higher rate to or from the intermediate point would clearly not be entitled to reparation unless he could prove that the charging of the lower rate to or from the more distant point subjected him to prejudice and consequent damage. In this instance, as we have already seen, there is no such proof.
>
> It has been suggested that the decision of the Supreme Court in *Southern Pacific Co.* v. *Darnell-Taenzer Co.*, *supra*, may support an award of reparation in this case without proof of damage. It has frequently been held that there is nothing in the act justifying a presumption of damage. In that case the reparation was awarded for the payment of an unreasonable rate and the question before the court was "whether the fact that the plaintiffs were able to pass on the damage sustained in the first instance by paying the unreasonable charge, and to collect that amount from the purchasers, prevents their recovering the overpayment from the carriers." The court said that "cases like *Pennsylvania Railroad Co.* v. *International Coal Mining Co.*, 230 U. S., 184, where a party that has paid only the reasonable rate sues upon a discrimination because some other has paid less, are not like the present. There the damage depends upon remoter considerations."
>
> Obviously it would be inconsistent, and contrary to the intent and spirit of the act, to hold that to recover under sections 2 and 3 there must be proof

of damage and under section 4 the departure therefrom is of itself proof of damage.

We have referred in previous reports to the measures taken by the transcontinental carriers to bring their rates into conformity with the long-and-short-haul rule following our order in *Transcontinental Rates*, 46 I. C. C., 236, rescinding previous permission to charge lower rates to Pacific coast terminals than to intermediate points.

Prior to the entry of that order, we had found in *Reopening Fourth Section Applications*, 40 I. C. C., 35, that the measure of relief previously granted transcontinental carriers under our decisions in *Commodity Rates to Pacific Coast Terminals*, 32 I. C. C., 611, was no longer justified, and an order was entered materially modifying and reducing the extent of such relief, by reason of which the carriers were required to reduce the discrimination against intermediate points in favor of the Pacific coast terminals. Following the entry of this order, the carriers filed tariffs increasing certain rates to the terminals including a rate on iron and steel from Pittsburgh, Pa., to Seattle, Wash., which was increased from 65 cents to 75 cents per 100 pounds. This increase was protested by Skinner & Eddy Corporation, of Seattle, who alleged that the proposed increase violated the provision of the fourth section which reads: "Whenever a carrier by railroad shall in competition with a water route or routes reduce the rates on the carriage of any species of freight to or from competitive points, it shall not be permitted to increase such rates unless after hearing by the Interstate Commerce Commission it shall be found that such proposed increase rests upon changed conditions other than the elimination of water competition."

The increased rate was allowed to become effective, whereupon Skinner & Eddy Corporation brought suit in the District Court of the United States for the District of Oregon to enjoin the carriers from charging the higher rates and to restrain us from enforcing the terms of our order. This proceeding was dismissed by the district court, whereupon the cause was appealed to the United States Supreme Court which affirmed the decision of the lower court. *Skinner & Eddy Corporation* v. *United States*, 249 U. S., 557. The court held that the clause alleged by the complainant to have been violated by carriers has no application where the rates reduced by the carrier were established with our approval, upon an order, entered after hearing upon an application by the carrier for relief. The opinion of the court is later more fully referred to herein, page 33.

RATE SCHEDULES.

There were filed 95,961 tariff publications containing changes in freight, express, and pipe-line rates, passenger fares, and classifica-

tion ratings. These figures indicate a decrease in the number of rate changes established during the period, but this period followed the general increases in rates and fares ordered by the Director General of Railroads, and most of the changes in these publications were made to restore relationships between points and commodities which were disturbed by the percentage increases.

During this period 1,288 schedules tendered for filing were rejected for failure to give lawful notice of changes; 997 schedules proposing changes in rates for Federal-controlled lines were rejected upon request of the United States Railroad Administration because necessary approval for such changes had not been secured; and 391 schedules of increased joint rates or fares between carriers under Federal control and carriers not under Federal control, and local rates and fares for noncontrolled carriers, were rejected because the approval required under the amended fifteenth section had not been secured.

The file of schedules which is maintained for the use of the public, including shippers, carriers, and departments of the Government, has been used to the limit of its capacity, and, in addition, the Bureau of Tariffs has continued to furnish rate information to shippers, to the Railroad Administration, and to other departments and bureaus of the Government in constantly increasing volume.

BUREAU OF INQUIRY.

Twenty-eight indictments were returned for violations of the act to regulate commerce and the Elkins act. Three of these indictments were against carriers or carriers' agents and 25 against shippers, passengers, or other noncarriers.

During the year 65 cases were concluded. Pleas of guilty were offered by the defendants in 57 of these cases and a plea of nolo contendere in 1. A verdict of not guilty was rendered in 1 case and indictments were dismissed in 6 upon motion of the Government.

The prosecutions begun and concluded were distributed over the following states: Alabama, Connecticut, Illinois, Kentucky, Michigan, New Jersey, New York, Ohio, Pennsylvania, Tennessee, Texas, Virginia, Wisconsin, and Wyoming.

Several prosecutions have been instituted against shippers who filed with carriers false claims for alleged loss and damage to shipments in transit, in violation of section 10 of the act to regulate commerce, and thereby obtained payments from the carriers of substantial offsets against the transportation charges paid by such shippers, a discrimination against honest shippers who did not engage in such fraudulent practices. The obtaining of money from carriers under Federal control by means of such false claims is practically equivalent to the obtaining of money from the Treasury

of the United States by the presentation of false claims against the Government. Large sums of money are paid out each year by the carriers in settlement of claims for loss and damage, as is shown at pages 43–44 of our annual report for the year 1915.

In our last annual report reference was made to prosecutions under the Elkins act undertaken against dealers who had obtained the transportation of lumber into embargoed districts by using, without authorization, the names of Government officials upon the billing for such shipments with intent to show that the lumber was intended for the use of the Government when in fact intended for private purposes. Most of these prosecutions have been concluded successfully. A few still await trial.

In *United States* v. *Metropolitan Lumber Co.*, 254 Fed., 335, the United States District Court for the District of New Jersey, upon questions arising in the embargo cases, said that under Federal control a railroad embargo promulgated by presidential authority, although giving preference to war material, was a regulation incident to the proper conduct of the business of railroads and the control which the President had assumed; that the Elkins act was not suspended by the Federal control act; and that the shippers who obtained transportation by false representations which defeated the application of embargoes procured unlawful discriminations, despite the facts that the embargoes restrained shipping by competing lumber dealers and that therefore there was no actual competitive shipping during the period of the embargoes. The court's holding that shippers may be guilty of receiving unlawful discriminations irrespective of whether or not the carrier consciously and knowingly participated therein has helped to overturn the inference arising from the decision of the United States District Court for the Southern district of New York, in *United States* v. *New York Central & H. R. R. Co.*, 146 Fed., 298, which relates to rebates; that rebates, concessions, and discriminations are only unlawful when they are consciously and knowingly granted and consciously and knowingly received.

DECISIONS ON REVIEW IN CRIMINAL CASES.

In *Elgin, Joliet & Eastern Railway Co.* v. *United States*, 253 Fed., 907, the Circuit Court of Appeals for the Seventh Circuit affirmed the judgment of the trial court and said that the carrier was properly convicted of a willful violation of section 10 of the act to regulate commerce when it permitted a shipper to bill paper boxes as strawboard, thereby granting the application of a rate lower than the rate on paper boxes, although the evidence did not show that the carrier's employees had by examination ascertained the character

of the contents of any one of the misbilled carloads of paper boxes. The evidence was that the shipper purchased strawboard for manufacture into paper boxes and that practically all of its outbound carload shipments were of paper boxes; that several carriers were competitors for the outbound traffic; that the defendant carrier, although having knowledge of the general character of the outbound traffic, followed the directions given by the shipper without inspecting most of the shipments and billed them as strawboard at the strawboard rates, excepting a few of the outbound shipments which were inspected by agents of the Western Weighing & Inspection Bureau and were made to take the higher rates on paper boxes. It was not shown that any of the carrier's employees had examined the contents of the misbilled cars, despite notices of warnings that practically all of the outbound shipments were misbilled. The decision against this carrier gives further support to the view that collective knowledge of several of the carrier's employees may be imputed to a corporation defendant and thus warrant conviction although the requisite knowledge of the several elements of the offense might not be in the mind of any one of those employees. A writ of certiorari was denied in this case by the Supreme Court in March, 1919.

In *Swift & Co.* v. *United States*, 253 Fed., 291, the Circuit Court of Appeals for the Seventh Circuit said that the shipper was entitled to the application of carload rates and stop-off privileges without further charge when the contents of the car, consisting of several lots of goods, were billed at the same time to a single consignee at one destination and were partially unloaded at several points en route by the shipper's employees without setting the car out of the train. The "stop-off" tariff provided a charge of $3 per car for each stop, but the court held that the $3 charge was inapplicable when the car was not set out of the train. The Government contended that less than carload rates which were higher than the carload rates and lower than the carload rates plus $3 for each stop were the lawfully applicable rates. This contention had been successful before the trial court. The judgment of the trial court imposing a fine was reversed.

In *Pennsylvania Company* v. *United States*, 257 Fed., 261, and *Pittsburgh, C. C. & St. L. Ry. Co.* v. *United States*, 257 Fed., 265, the Circuit Court of Appeals for the Seventh Circuit affirmed the judgment of the trial court and held that, under the tariffs, the transportation charges on eastward shipments of grain from elevators in Chicago during the year 1912 could not lawfully be diminished by refund of inbound switching charges on other shipments of grain to those elevators which had been switched during the years 1900 to 1906.

The conviction of the former general manager of the Coal & Coke Railway Company for granting discriminations in respect to the distribution of coal cars to shippers in violation of the Elkins act, and his sentence to serve six months imprisonment and to pay a fine, were affirmed by the Circuit Court of Appeals for the Fourth Circuit on October 14, 1919.

In our report for last year we referred to a decision by the United States District Court for the Southern District of Ohio sustaining a demurrer to an indictment against three officials of the Ferger Grain Company for violating the Pomerene Bills of Lading act, 39 Stat., 538. This was the first prosecution under that act. The district court held that the execution of the bogus bills of lading and their use for obtaining money under false pretenses constituted a crime cognizable by the criminal legislation of the states, with which the Congress in exercise of its power to regulate commerce, is not concerned. An appeal from that decision was taken to the Supreme Court. In *United States* v. *Ferger*, 250 U. S., 199, decided on June 2, 1919, the Supreme Court reversed the holding of the district court and said, among other things:

> In the pleadings and in the contention as summarized by the court below it is insisted that as there was and could be no commerce in a fraudulent and fictitious bill of lading, therefore the power of Congress to regulate commerce could not embrace such pretended bill. But this mistakenly assumes that the power of Congress is to be necessarily tested by the intrinsic existence of commerce in the particular subject dealt with instead of by the relation of that subject to commerce and its effect upon it. We say mistakenly assumes, because we think it clear that if the proposition were sustained it would destroy the power of Congress to regulate, as obviously that power, if it is to exist, must include the authority to deal with obstructions to interstate commerce (In re Debs., 158 U. S., 564) and with a host of other acts which, because of their relation to and influence upon interstate commerce, comes within the power of Congress to regulate, although they are not interstate commerce in and of themselves.

Following that decision by the Supreme Court the several defendants pleaded guilty. The president of the Ferger Grain Company, its secretary, and its confidential messenger were fined. The effect will doubtless be far reaching in giving force to the statute which was intended to protect bankers, merchants, and purchasers of bills of lading from losses arising from the forging and counterfeiting of bills of lading.

Summaries of all indictments returned and cases concluded during the period November 1, 1918, to October 31, 1919, will be found in Appendix A.

BUREAU OF LAW.

On October 31, 1918, there were 16 cases involving orders or requirements of the Commission pending in the courts, of which 5 have

been concluded. During the year 3 cases were instituted, so there are now pending in the different courts 14 cases. Of these 3 are in the Supreme Court and 11 in district courts.

Of the 5 cases finally disposed of during the year 2 were dismissed on motion of the petitioners, 2 were dismissed on motion of the parties, and 1 was concluded by a decision of the Supreme Court.

Summaries of all the foregoing cases are shown in Appendix B.

CASES DECIDED BY THE SUPREME COURT.

The case mentioned under the last preceding heading as decided by the Supreme Court was:

Skinner & Eddy Corporation v. *United States of America, Interstate Commerce Commission, The Baltimore & Ohio Railroad Company et al.*, 249 U. S., 557.

This was an appeal from a decree of the District Court for the District of Oregon dismissing a suit in equity brought to annul certain of our orders defining long-and-short-haul rates on steel from eastern defined territory to Pacific coast terminals.

The issues in this case rendered necessary a construction by the Supreme Court of the last paragraph of section 4 of the act, which reads:

> Whenever a carrier by railroad shall in competition with a water route or routes reduce the rates on the carriage of any species of freight to or from competitive points, it shall not be permitted to increase such rates unless after hearing by the Interstate Commerce Commission it shall be found that such proposed increase rests upon changed conditions other than the elimination of water competition.

We had permitted certain rail carriers to reduce their rates to Pacific coast terminals in competition with water carriers without making corresponding reductions in intermediate rates, and thereafter to increase the terminal rates, and the main contention of the Skinner & Eddy Corporation was that in the absence of a hearing and a finding by us that the increase rested upon changed conditions other than the elimination of water competition we did not possess this power, while we and other defendants contended to the contrary. In holding the contention of the complainants to be unsound the Supreme Court said:

> The language of the paragraph is general and read alone might compel that construction. But it may not be read alone. It must be construed in the light of the purpose of its enactment, of the earlier paragraphs of section 4, and of other sections in the act to regulate commerce designed to prevent unjust discrimination. The specific purpose of section 4 was to prevent discrimination by charging less for the longer haul, unless in the opinion of the Commission the circumstances make such action just. Discrimination, just when sanctioned, may become most unjust. Recognizing this fact, Congress provided that the judgment of the Commission should be exercised "from time to time" to determine "the extent to which [the] * * * carrier may

be relieved from the operation of this section." In other words, the leave granted is not for all time. It is revocable at any time, either because it was improvidently granted or because new conditions have arisen which make its continuance inequitable. The specific purpose of the last paragraph of section 4 is to insure and preserve water competition; to prevent competition that kills. A reduction made under the authority of a fourth-section order after full hearing must have been found by the Commission to have been reasonably necessary in order to preserve competition between the rail and the water carrier. A reduction so made is not within the reason of the prohibition declared by the last paragraph. Transportation conditions are not static; the oppressor of to-day may to-morrow be the oppressed. And in order to preserve competition between rail and water carriers it is necessary that the Commission's power to approve a modification of rates be as broad as it is to approve a modification in order to prevent unjust discrimination. Even a literal reading of section 4 would not require that the prohibition contained in the last paragraph be extended to reductions made with the approval of the Commission. The preceding paragraph declares that "the Commission may from time to time prescribe the extent to which such designated common carrier may be relieved from the operation of this section." The last paragraph is a part of the section. Why should not the Commission's power to relieve be extended to it?

The construction contended for by plaintiff would rather insure monopoly than preserve competition. If a rail rate reduced in competition with a water route for the avowed purpose of preserving competition by rail should result, contrary to the Commission's expectations, in eliminating the water competition, because so low as to drive the water carrier out of business, then the prohibitively low rate would have to be continued permanently and other water competition be thereby prevented from arising; unless, perchance, some changed condition should develop which might make removal of the bar possible. Or, if the reduction in the rail rate, sanctioned by the Commission under the fourth section as not unjustly discriminating against intermediate points, because forced upon the rail carriers by oppressive water competition designed to destroy its business to the port, should become thereafter unjustly discriminatory, because the water carrier, destroyed by its own rate cutting, abandoned the route, still the low rail rate and resulting discrimination would have to continue. Only compelling language could cause us to impute to Congress the intention to produce results so absurd; and the language of the last paragraph of section 4 is clearly susceptible of the more reasonable construction contended for by defendants. (Id., pp. 567–569.)

The court rendered a decision also in what are known as the *Telegraph Cases*, namely: *Postal Telegraph-Cable Company* v. *Tonopah & Tidewater Railroad Company; Western Union Telegraph Company* v. *Baltimore & Ohio Railroad Company; Postal Telegraph-Cable Company* v. *Chicago Great Western Railroad*, 248 U. S., 471.

These cases covered contracts between the telegraph and railroad companies mentioned for the exchange of services, and their disposition rendered necessary the construction of a proviso contained in an amendment of June 18, 1910, to section 1 of the act, which reads:

> That nothing in this act shall be construed to prevent telephone, telegraph, and cable companies from entering into contracts with common carriers, for the exchange of services.

We ruled that under this proviso such an exchange of services may lawfully be made only upon the basis of the legally established rates of the rail carrier and the fixed charges of the telegraph company, regularly exacted of other patrons for similar services; except that they may so contract, without reference to said rates or charges, for the transportation of property of the telegraph company over the line of the rail carrier for use along the latter's line and in the construction, improvement or operation of the line of the telegraph company; that is to say, when such transportation is not conducted by the railroad as a common carrier. Conf. Ruling 491, March 23, 1916.

The court said:

> We do not see how that construction can be got from the words of the act. The words are general and as certainly allow services off the line as services on it to be exchanged. In fact, they do so almost in terms by allowing common carriers to exchange with cable companies.
>
> * * * * * *
>
> * * * The railroad and the telegraph have grown together in mutual dependence and we are told that contracts of this sort for long terms have been nearly universal for 50 years. The contracts had been called to the attention of Congress repeatedly by the Commission, which, in December, 1906, stated that, so far as it could see, the full performance of them by the carriers would not affect any public or private interest adversely. It held, however, that under the law as it then stood contracts for services off the line were unlawful. (12 I. C. C., 10, 12.) Then the amendment of 1910 was passed, and passed, we must suppose, having the opinion of the Commission and the notorious long-standing form of existing contracts in view. The contracts are complex, as we have said, and entire. We can not believe that an act which purported to allow them meant to break them up. The Commission seems not to have believed it in its first ruling upon the amended act.
>
> Our opinion is confirmed by a consideration of the further additions to section 1, in 1910, allowing free passes to be given to the employees of telegraph, telephone and cable lines, and by some further matters of detail referred to in the judgments of the courts below of which we have cited the reports. The interdependence of the companies is very intimate, and the trouble that would be caused by a narrow construction of the act we believe would be great, with no advantage, so far as we can see, to any other users of the lines or roads. We do not go into more minute discussion because the result reached must stand on the plain words of the act, the meaning of which is confirmed rather than made doubtful by the circumstances in which the proviso was enacted and the events that had gone before. (Id., 474, 475–476.)

BUREAU OF STATISTICS.

The work of making the computations underlying the certificates of average annual railway operating income, referred to in our last report, has been practically completed. The following table gives a survey of the number of steam roads of each class for which such computations were made, and the amount of the income involved. It is perhaps needless to say that the amounts here shown will not be exactly the aggregate of the amounts for which con-

tracts are signed nor necessarily the ultimate amount payable to those classes of roads when all corrections and adjustments are made.

SUMMARY OF COMPUTATIONS OF AVERAGE ANNUAL RAILWAY OPERATING INCOME, AS DEFINED IN THE FEDERAL CONTROL ACT, FOR THE THREE YEARS ENDED JUNE 30, 1917.

Item.	Number of roads.	Amount of income.
Class I companies under Federal control	[1] 163	$887,650,248.12
Class II companies under Federal control	93	8,671,996.48
Class III companies under Federal control	[2] 35	379,387.46
Switching and terminal companies under Federal control	[2] 124	22,014,303.34
Total	415	918,715,935.40
Class I companies not under Federal control	[3] 11	4,624,908.25
Class II companies not under Federal control	[4] 122	8,097,419.00
Class III companies not under Federal control	[5] 223	2,365,702.99
Switching and terminal companies not under Federal control	[6] 48	3,331,200.21
Total	404	18,419,230.45
DEFICITS NOT INCLUDED IN ABOVE.		
Class I companies under Federal control	4	653,814.22
Class II companies under Federal control	27	1,195,815.35
Class III companies under Federal control	25	347,770.97
Switching and terminal companies under Federal control	8	76,723.95
Total	64	2,274,124.49
Class I companies not under Federal control	0	
Class II companies not under Federal control	[7] 21	643,082.74
Class III companies not under Federal control	[8] 144	973,879.36
Switching and terminal companies not under Federal control	37	636,713.57
Total	202	2,253,675.67
The net railway operating income with deficits deducted would be:		
Roads under Federal control		916,441,811.00
Roads not under Federal control		16,165,555.00

[1] Excludes Cincinnati, Hamilton & Dayton Railway Co. not certified.
[2] Excludes 2 companies not certified.
[3] Excludes Utah Railway Co. not certified.
[4] Includes 28 companies operated under cooperative contract.
[5] Includes 37 companies operated under cooperative contract, and excludes 53 companies not certified.
[6] Includes 1 company operated under cooperative contract, and excludes 1 company not certified.
[7] Includes 3 companies operated under cooperative contract.
[8] Includes 18 companies operated under cooperative contract.

The Federal operation of the roads has necessitated a change in the annual report form of steam roads. Two reports have been required for 1918 for each controlled road, the one returned by the Federal auditor and covering the revenues, expenses, and operating statistics of the road, and the other returned by the corporate auditor and covering the financial transactions of the corporation. Owing to the numerous new accounting questions which have been raised by Federal control, carriers have again been unable to comply with our rule that annual reports must be rendered within three months after the close of the reporting year. Our statistics for the calendar year 1918 will for this reason be much delayed.

In addition to the regular monthly statistics of revenues and expenses, quarterly statistics of accidents, and the annual financial

and operating statistics of steam roads, many special tabulations were made during the year. Among these special compilations were the following: Statistics of telephone and telegraph companies; statistics of water carriers; statistics of electric railway companies; number of stockholders of steam roads; and summary of roads in the hands of receivers, 1894–1918.

An annual report form for pipe lines was adopted on June 23, 1919, and returns required from such companies for the year ended December 31, 1918.

The attempt of the Railroad Administration during the past year to inaugurate a more elaborate method of reporting statistics of the various classes of commodities received our approval. General Order 59, issued by the Director General, contemplated the reporting of the commodities carried in such a way as to show not only the number of tons carried but also the freight revenue for each class of traffic, and further to show the number of tons of each class carried from any one state to each other state. This order was, however, rescinded. A new attempt is being made to work out a practicable improvement in this kind of statistics.

In Appendix C will be found tables of selected figures concerning the operations and financial conditions of steam roads in the United States.

BUREAU OF CARRIERS' ACCOUNTS.

The activities of this bureau have been directed chiefly to the execution of duties imposed upon us by the provision of the Federal control act of March 21, 1918, which requires that as a basis for compensation of railroad owners for the use of their property during Federal control we shall determine and certify the average annual railway operating income for the three years ended June 30, 1917.

The act employs specific terms of the accounting system prescribed by us, clearly indicating that the amounts certified are to be determined in accordance with that established system. Pursuant to this requirement we proceeded to review for the three-year period such accounts of the carriers under Federal control as enter into the computation of operating income, namely, the accounts of operating revenues and expenses, taxes, and, by special provision of the statute, equipment, and joint facility rents. As the work has been prosecuted without additional force it has been necessary temporarily to defer the broader investigations of accounts usually conducted by this bureau. The review has nevertheless resulted in substantial benefits through the discovery and correction of erroneous practices in connection with the important accounts involved, as well as material changes in the amounts reported by the carriers as their operating income, which was the immediate subject of inquiry.

Of approximately 560 carriers under Federal control whose accounts it became necessary to examine for the purpose of verifying the average annual operating income as reported by them, there have been submitted by the field force of the bureau reports of 387 examinations, leaving 173 examinations yet to be made, of which 33 are now in progress.

BUREAU OF CORRESPONDENCE AND CLAIMS.

The number of informal complaints received was 4,450, a decrease of 1,008. Carriers filed 1,885 special docket applications for authority to refund amounts collected under the published rates admitted by them to have been unreasonable, a decrease of 876. Orders authorizing refund were entered in 1,755 cases, a decrease of 997, and reparation was awarded thereon in amounts aggregating $420,867.77. In addition, 648 cases were dismissed or otherwise disposed of without orders. The bureau also handled approximately 48,000 letters, many of which, while not classified as complaints, had the characteristics of complaints. Others sought information and informal rulings upon the respective rights and obligations of the public and of common carriers under existing statutes.

BUREAU OF SAFETY.

A more detailed report of the work of the Bureau of Safety is published as a separate document.

SUMMARY OF CASUALTIES.

The casualties on steam railroads in connection with the operation of trains during the calendar year 1918 are summarized as follows:

Class of persons.	Number of persons—	
	Killed.	Injured.
Trespassers	3,255	2,805
Employees	2,928	47,556
Passengers	471	7,316
Persons carried under contract, such as mail clerks, Pullman conductors, etc	48	766
Other nontrespassers	1,995	5,701
Total of above classes	8,697	64,144

In addition, there were 589 persons killed and 110,431 injured in nontrain accidents during the year.

During the calendar year 1918, there were 164 employees killed and 2,332 injured in coupling and uncoupling cars; casualties due to employees coming into contact with overhead and side obstructions, falling from and getting on and off cars, resulted in 630 deaths and 14,533 injuries. As compared with the figures for the calendar year

1917, there was a decrease of 2 in the number killed and 176 in the number injured in the former class of accidents, and an increase of 39 in the number killed and a decrease of 1,851 in the number injured in the latter class of accidents.

SAFETY-APPLIANCE ACTS.

During the year information of violations of safety-appliance laws by railroads operated under Federal control was not filed with United States district attorneys for prosecution, but reports of such violations were furnished to the United States Railroad Administration to enable it to take corrective measures as contemplated by Order No. 8 of the Director General. Reports of 1,569 specific instances of violations of the law were transmitted to the Director General.

In connection with the consolidation and unification of terminal facilities effected by the Railroad Administration, investigations conducted by us have disclosed that in some instances proper inspection was not being given equipment in such terminals and available repair facilities were not being sufficiently utilized to insure that cars having safety-appliance defects would not be moved in violation of law. Several cases of this character were called to the attention of the Director General, and in each case, sometimes after conferences between our representatives and officers of the railroad companies involved, corrective measures were taken to secure compliance with the requirements of law.

Investigations have disclosed that, notwithstanding the requirements of the law, situations exist on several railroads in different parts of the country where trains are still controlled on mountain grades by means of hand brakes. Measures are being taken by us to bring about the discontinuance of this practice and to secure full compliance with the law. In some cases of this character, joint investigations and demonstrations have been conducted for the purpose of fully establishing the practicability and safety of operating practices which conform to the requirements of the law.

The results of safety-appliance inspections during the past year also direct attention to the fact that improvement in the condition of air-brake equipment is required. Our order of June 6, 1910, specifies that not less than 85 per cent of the cars in a train must have their brakes used and operated by the engineer of the locomotive drawing the train, and this requirement is generally understood and recognized. The order also provides that "all power-brake cars in every such train which are associated together with the 85 per cent shall have their brakes so used and operated." This latter requirement is not generally observed. It is common practice at the present time for trains to leave terminals having some cars with inoperative

brakes or having brakes cut out, notwithstanding the fact that facilities are available at such terminals for making repairs or replacements necessary to place all power-brake equipment in operative condition.

Proper observance of the provision of the order quoted above as applied to trains leaving terminals, or other points where facilities for making repairs are available, would result in 100 per cent operative power brakes in practically all trains leaving such points, and would inevitably result in general and material improvement in the condition of air-brake equipment.

The period within which carriers subject to the safety-appliance laws were required to equip their cars to comply with the standards fixed by our order of March 13, 1911, was, as to paragraphs *b*, *c*, *e*, and *f* of the order, extended on February 1, 1918, to September 1, 1919. On August 15, 1919, application was made to us by the United States Railroad Administration on behalf of railroads under Federal control, and by the American Railroad Association on behalf of railroads under private control, for an additional extension of nine months within which to equip freight cars according to the prescribed standards. At the hearing on this application on August 25, 1919, it was shown that at that time there remained yet unequipped about 80,000 cars, 16,596 of which would require reconstruction of the ends thereof in order to provide sufficient end ladder clearance. It was also shown that on account of difficulty in obtaining men and material, in locating nonequipped cars and getting them unloaded and to repair tracks, it would be necessary to grant additional time within which to equip them, or it would be necessary to take from service cars otherwise suitable for use and needed particularly for transportation of coal and grain. In view of this showing, on August 29, 1919, an order was issued granting a further extension of time within which to comply with paragraphs *b*, *c*, *e*, and *f* of the original order, for a period of six months from September 1, 1919, or until March 1, 1920.

With respect to railroads which are not operated under Federal control, there were, during the fiscal year, 15 cases of violations of the safety-appliance law, involving 73 counts, transmitted to United States district attorneys for prosecution. Cases aggregating 57 counts were tried, of which 49 counts were decided in favor of and 8 counts adversely to the Government. One count tried last year which was pending decision in a district court was decided in favor of the Government. Cases involving 273 counts were confessed and 81 dismissed. There were 24 counts pending on appeal in the circuit courts of appeals at the beginning of the fiscal year, 14 of which were appealed by the Government and 10 by carriers, all of which were decided in favor of the Government excepting 2 counts, which

are now before the Supreme Court. During the year there were but 4 counts appealed, this action being taken by one of the carriers on the retrial of the case. There are now pending in the various district courts 70 cases involving 215 counts.

JUDICIAL INTERPRETATIONS OF THE SAFETY-APPLIANCE LAW.

The Supreme Court of the United States, in *Louisville & Jeffersonville Bridge Co.* v. *United States*, 249 U. S., 534, on certification from the Circuit Court of Appeals for the Sixth Circuit, on April 21, 1919, held that as the movement of this train of cars was for a distance of over three-quarters of a mile, and involved crossing, at grade, three city streets once, two streets twice, one street three times, and a main track movement of at least 2,600 feet, with two stops and startings on the main track, this was not only a train movement, but it would be difficult to imagine one in which the control of the cars by train brakes would be more necessary. In reference to the argument that coupling of the train brakes was not necessary for the reason that the street crossings used were protected by gates, that a yardmaster from an elevated tower watched over the main-line movements, and that the coupling of the train-brake appliances would involve more danger to the employees than the movement of the cars without their being used and operated, the court stated that these suggestions served to emphasize the dangerous character of the movement; that the construction which the act should receive is not to be found in balancing the dangers which would result from obeying the law with those which would result from violating it, nor in considering what other precautions will equal, in the promotion of safety, those prescribed by the act.

The Circuit Court of Appeals for the Fifth Circuit in *United States* v. *Galveston, Houston & Henderson R. R. Co.*, 255 Fed., 755, and *United States* v. *Gulf, Colorado & Santa Fe Ry. Co.*, 255 Fed., 758, on February 8, 1919, held that as the engine and cars were assembled and coupled together for runs or trips, each of a distance of several miles, in which they crossed main-line tracks of several railroads and streets at grade, and moved over stretches of main-line track, the movements made were not kept from being runs or trips along the road by the circumstances that the tracks used were part of the network of tracks referred to generally as the Galveston yards and that main-line tracks were used in only parts of the runs. A result of each of the movements was that interstate freight was carried over an interstate railway thoroughfare to a point several miles nearer its ultimate destination. The fact that there are switching operations before such a movement is completed does not have the effect of making the entire movement one which does not come within the prohibition of the statute. What was done included

more than such shifting of cars while not controlled by the engineer by power or train brakes as properly may be regarded as not forbidden by the statute.

The Circuit Court of Appeals for the Eighth Circuit in construing the same provision of the act in *United States* v. *Northern Pacific Ry. Co.*, 255 Fed., 655, on January 15, 1919, held that it does not apply to the movement of a transfer of cars in and about Duluth, Minn., for a distance of about 4 miles over what is known as the D. T. track of the defendant, connecting its Furnace and Rices Point yards, which track crosses at grade the main-line tracks of other carriers and is used by certain carriers for main-line freight trains. In this case the Supreme Court of the United States, on April 21, 1919, granted a writ of certiorari, but this case at the present time has not been decided.

HOURS-OF-SERVICE ACT.

During the fiscal year there were transmitted to the several United States district attorneys for prosecution 10 cases of violation of the hours-of-service act, involving 61 counts. Cases aggregating 21 counts were tried, of which 2 counts are pending decision, 2 counts were decided in favor of, and 17 adversely to, the Government; of these 17 counts, 16 have been appealed. There were also 42 counts decided against the Government on demurrers to defendants' answers. There were 461 counts confessed and 46 counts dismissed. In the various circuit courts of appeals there were decisions in 3 cases involving 23 counts, all in favor of the Government. In 2 cases decided by the Supreme Court involving 29 counts, the decisions were in favor of the Government; application for a writ of certiorari was denied in two cases which were consolidated and tried as one case, involving 120 counts, wherein the decision of the circuit court of appeals was favorable to the Government. Pending trial in the various district courts are 71 cases involving 651 counts.

Reports of 225 instances of violations of the law were transmitted to the Director General. Of the cases filed for prosecution in the district courts, 4 were instituted against the officers and agents in charge of the employees who exceeded the statutory periods of service, involving 18 counts. These officials were employed by four railroads which are operated under Federal control.

JUDICIAL INTERPRETATIONS OF THE HOURS-OF-SERVICE ACT.

The Supreme Court of the United States, in *United States* v. *Brooklyn Eastern District Terminal*, 249 U. S., 296, on certiorari to the Circuit Court of Appeals for the Second Circuit, on March 4, 1919, reversed the judgment of the court below and held that the de-

fendant company, engaged under separate contracts with various railroads in handling freight in cars furnished by the railroads, which hauled the cars between its floats and its reception and delivery tracks by means of its engines and crews, and which, as agent of these railroads, accepted all freight offered for their lines, was a common carrier within the meaning of the hours-of-service act, and that a crew engaged in moving a locomotive and seven or eight cars between the docks and its warehouses and team tracks, a distance of nearly 1 mile, was engaged in the movement of a train within the meaning of the hours-of-service act.

The Circuit Court of Appeals for the Eighth Circuit in *Chicago, Rock Island & Pacific Railway Co.* v. *United States*, 253 Fed., 555, on October 28, 1918, held that a telegraph operator whose meal hour is generally from 6 to 7 o'clock p. m., but which hour on account of the requirements of his work is not definitely fixed, and who, during such period, is subject to recall to duty, is on duty within the meaning of the hours-of-service law, although it may transpire that there is no recall to active service before the hour expires.

The Circuit Court of Appeals for the Eighth Circuit in *Gulf, Colorado & Santa Fe Ry. Co.* v. *United States*, 225 Fed., 753, on February 26, 1919, held that if train crews running between terminals at Galveston and Bellville, Tex., remained on duty in excess of the statutory limitation of 16 hours, pursuant to telegrams from the train dispatcher authorizing them to exceed that limitation for the amount of time they had been delayed by accidents, there being no terminals between Galveston and Bellville, the trial court properly instructed the jury to return a verdict in favor of the Government, the railway company having failed to show that it did all that it reasonably could have done to avoid the excess service.

In the above-mentioned case the Supreme Court of the United States, on June 9, 1919, denied an application for a writ of certiorari.

In *United States* v. *Pennsylvania Railroad Co.*, decided August 26, 1919, by the District Court for the Western District of Pennsylvania, it was held that permitting a brakeman through inadvertence, and contrary to the rules of the railroad company, to remain on duty in excess of the statutory period while engaged exclusively in yard work or switching service, was in violation of the hours-of-service law; that he was engaged in the transportation of property in interstate commerce, and that he was actually engaged in or connected with the movements of trains within the meaning of the act. The court also stated that it might be more in the interests of justice if proceedings were instituted to recover the penalties fixed by the act from the officers or agents, as the case may be, than from the carrier itself, inasmuch as the act is intended to reach not only the common carrier

but its officers or agents who suffer or permit an employee to remain on duty overtime.

INVESTIGATION OF ACCIDENTS.

During the year ended June 30, 1919, we investigated 79 train accidents. These accidents included 53 collisions, 25 derailments, and one which is classed as a miscellaneous accident. The collisions resulted in 261 deaths and 1,083 injuries, the derailments resulted in 55 deaths and 231 injuries, while the one other accident resulted in 20 deaths and 19 injuries, a total of 336 persons killed and 1,333 persons injured.

Of the 53 collisions investigated, 28 occurred on lines operated by some form of block signal system, 19 on lines operated by the time table and train order system; 6 were yard accidents.

Of the 28 collisions occurring on block signal roads, 18 occurred in automatic block signal territory, of which 12 were rear-end collisions, 5 were head-end collisions, and 1 was a side collision.

Eleven of the accidents occurring in automatic block signal territory were due, directly or in part, to the failure of enginemen properly to observe and obey signal indications; in some cases improper performance of duty by flagmen was a contributing cause. In one of the rear-end collisions the primary cause was the failure of a crew to wait a sufficient time after opening a side-track switch before passing out upon the main line. Two of the collisions investigated were caused by lack of proper maintenance of signals. In one of these cases a false clear signal was the primary cause of the accident, while in the other, which occurred on an interurban line, orders had been issued by the dispatcher for train crews to disregard automatic block signals, several of which were not in operative condition and had been out of order for some time. The crews of the trains involved in this accident overlooked a meeting point which was fixed by time table as well as by a train order. The other collisions which occurred in automatic block signal territory were due to miscellaneous causes.

Of the 10 collisions which occurred in nonautomatic block signal territory, 4 were rear-end and 6 were head-end collisions. One was due to improper flagging. In 4 collisions train orders were involved. In one case the engineman failed to stop and take siding as directed; in another case a train crew failed to obey a wait order; in the third case an operator made an error in copying a train order, and the crew accepted the order, which was incomplete and also contained an erasure and an alteration; and in the other case the operator failed to deliver an order. Two accidents were due to enginemen not operating their trains under proper control in occupied blocks, as required by signal indications; another was due to the

failure of an engineman to observe and obey the stop signals of a flagman, another to a runaway due to cars being left on a grade without sufficient number of hand brakes being set, while another was due to a work train occupying the main track without protection.

The 6 yard accidents investigated consisted of 1 rear-end collision, 4 head-end collisions, and 1 side collision. The most serious of these was a head-end collision between a light engine moving away from a roundhouse, and a heavily loaded employees' train. It occurred in a dense fog and was the result of both enginemen failing to take proper precautions in view of the prevailing weather conditions. Two of the accidents were the result of the failure of yard crews to be properly protected while occupying the main track, one resulted from the failure of a switch-tender to hold a train until he knew that the main track was clear, while the other two resulted from the failure of enginemen to operate their trains within yard limits under proper control.

The 19 collisions investigated which occurred on lines operated by the time-table and train-order system consisted of 5 rear-end collisions, 12 head-end collisions, and 2 side collisions. All of the rear-end and side collisions were due to failure properly to protect trains by flag. Errors in transmitting, receiving, and fulfilling train orders were responsible for 5 of the 12 head-end collisions. Of the remaining 7 head-end collisions, 5 were due to trains occupying the main track on the time of superior trains, 1 to running by meeting point on account of excessive speed, and the other to the failure of a dispatcher to provide a meeting point between 2 extra trains. Among the accidents due to occupying the main track on the time of a superior train was the most disastrous accident ever investigated by us; it resulted in 90 deaths and 180 injuries. In this case a passenger train, inferior by direction, passed from double to single track and collided with the opposing superior train. No train register was maintained at the end of double track, and the conductor, who was busy collecting tickets, thought that a train which had been passed while on the double-track section was the opposing superior train. The engine crew were killed in the collision. Two of the other accidents due to occupying the main track on the time of a superior train were the result of improper identification of trains at meeting points.

Three of the 25 derailments were due to defective equipment and 14 derailments were due to track conditions, including broken rails, switches being open or partly open, washouts, the malicious removal of rail connections, and to the poor condition of track. Five derailments were due to excessive speed; one was caused by an obstruction maliciously placed on the track and one resulted from an arrange-

ment of signal lights at the end of double track which was such that the engineman thought a derail was closed and the signal clear, when the contrary was the case. The cause of one derailment was not definitely determined.

The accident which is classed as miscellaneous occurred in a dense fog and was caused by a passenger train approaching at high speed a station at which it was not scheduled to stop and striking people who had just gotten off or were about to board another passenger train which had just arrived at the station but had not come to a full stop.

The failure of enginemen to observe and obey signal indications and the failure to provide adequate flag protection for trains continue to be the principal causes of collisions. Misreading signals, failing entirely to see signals due to fog, smoke, and steam, being temporarily engaged in other duties, or being asleep, constitute the more common reasons for the failure of enginemen to observe and obey signal indications. Accidents due to these causes have occurred on roads where the best trained and most competent men are employed. The only remedy proposed which appears to be adequate to check and provide protection against the occurrence of disastrous accidents of this character is the adoption of some form of automatic train control system for the purpose of compelling obedience to automatic block-signal indications.

The matter of providing proper flag protection for trains is in most cases essentially a question of observance or enforcement of rules. It has been clearly established as a result of accident investigations that numerous disastrous railroad accidents would beyond question be prevented by strict adherence on the part of the flagmen to the requirements of the flagging rules. Improvement in this regard can be effected by railroad companies by exercising proper supervision and care in the selection, training, instruction, and assignment of flagmen. In this connection attention is again called to the recommendation made in previous reports for the standardization of railroad operating rules. The adoption by railroads throughout the country of uniform operating rules, specific and definite in their requirements, and embodying the best operating practices now in vogue, would constitute an important step in providing increased safety in railroad operation.

Collisions continue to occur on lines which are operated by the timetable and train-order system, due to the weaknesses inherent in the train-order system of operation, which have been discussed in previous reports. There have also been several collisions in block-signal territory, which resulted from lack of necessary maintenance of automatic signals and failure to observe rules essential to the safe opera-

tion of the nonautomatic block system. Block-signal statistics indicate a very slight increase in railroad mileage operated by the block system during the calendar year 1918, and during the past four years the average net increase in block-signal mileage has been less than a thousand miles per year.

As shown by the block-signal bulletin for January 1, 1919, the total length of railroad in the United States operated by the block system on January 1, 1919, was 99,897.7 miles, of which 36,989.4 miles were equipped with automatic block signals, and on 62,908.3 miles the nonautomatic block system was in use. Comparing these figures with the corresponding record for the preceding year, there was an increase of 1,796.3 miles equipped with automatic block signals and a decrease of 1,430.3 miles in nonautomatic block-signal mileage, the net increase in block-signal mileage being 366 miles.

Investigations of a number of fundamental questions pertaining to railroad rails and the causes of their failure are now in progress. These investigations include both manufacturing conditions and service conditions encountered in the track.

INVESTIGATION OF SAFETY DEVICES.

Under authority of the act of October 22, 1913, tests have been conducted of an automatic train-control device and an automatic train-pipe connector. Detailed reports of the results of these tests have already been transmitted to the Congress.

During the fiscal year plans of 89 devices were examined and opinions thereon transmitted to the proprietors.

MEDALS OF HONOR.

During the fiscal year three applications for medals of honor under the act of February 23, 1905, were received. In two cases we recommended to the President that the applications be denied, and he approved the recommendations. The third case is still under consideration.

BUREAU OF LOCOMOTIVE INSPECTION.

The work of this bureau during the fiscal year ended June 30, 1919, which is the third full year's work under the amended act, is shown in detail in the report of the chief inspector, published separately.

The tables below show in concrete form the number of locomotives inspected, the number and percentage of those inspected found defective, and the number ordered out of service because of not meeting the requirements of the law, together with the total defects found.

They also show the total number of accidents due to failure, from any cause, of the locomotive or tender, including the boiler and all parts and appurtenances thereof, together with the number of persons killed or injured, caused by such failure.

The amendment to the locomotive boiler inspection law of March 4, 1915, to include the entire locomotive and tender and all appurtenances thereof, did not become effective until September 4, 1915; therefore the record for the fiscal year ended June 30, 1916, includes accidents and casualties investigated under the amended act for only 9 months and 26 days of that year.

LOCOMOTIVES INSPECTED, NUMBER FOUND DEFECTIVE, PERCENTAGE INSPECTED FOUND DEFECTIVE, NUMBER ORDERED OUT OF SERVICE, AND TOTAL DEFECTS FOUND, BY COMPARISON.

	1919	1918	1917	1916
Number of locomotives inspected	59,772	41,611	47,542	52,650
Number found defective	34,557	22,196	25,109	24,685
Percentage found defective	58	53	54.5	47
Number ordered out of service	4,433	2,125	3,224	1,943
Total defects found	135,300	78,277	84,833	71,527

NUMBER OF ACCIDENTS, NUMBER KILLED, AND NUMBER INJURED, BY COMPARISON, COVERING FAILURES OF ALL PARTS AND APPURTENANCES OF THE ENTIRE LOCOMOTIVE AND TENDER.

	1919	1918	1917	1916
Number of accidents	565	641	616	537
Decrease from previous year—per cent	11.8	[1] 4.1	.....	.....
Number killed	57	46	62	38
Decrease from previous year—per cent	[1] 23.9	25.8	.....	.....
Number injured	647	756	721	599
Decrease from previous year—per cent	14.4	[1] 4.8	.....	.....

[1] Increase.

NOTE.—Percentage of decrease not shown for 1916, because of amended act not being in effect the entire year.

NUMBER OF ACCIDENTS, NUMBER OF PERSONS KILLED AND NUMBER INJURED; DUE TO THE FAILURE OF SOME PART OR APPURTENANCE OF THE LOCOMOTIVE BOILER ONLY, WITH THEIR PERCENTAGE OF DECREASE, BY COMPARISON OF THE FISCAL YEARS ENDED JUNE 30, 1912-13, WITH THE FISCAL YEARS ENDED JUNE 30, 1918-19.

	1919	1918	1913	1912
Number of accidents	341	398	820	856
Decrease 1919 from 1918—per cent	14.3	.....	.....	.....
Decrease 1919 from 1912—do	60.2	.....	.....	.....
Number killed	45	36	36	91
Increase 1919 over 1918—per cent	25	.....	.....	.....
Decrease 1919 from 1912—do	50.5	.....	.....	.....
Number injured	413	510	911	1,005
Decrease 1919 from 1918—per cent	19	.....	.....	.....
Decrease 1919 from 1912—do	58.9	.....	.....	.....

The following table shows the total number of persons killed and injured by failure of locomotives or tenders, or some part or appurtenances therof, during the four years ended June 30, 1916–1919, classified according to occupations:

	Year ended June 30—							
	1919		1918		1917		1916	
	Killed.	Injured.	Killed.	Injured.	Killed.	Injured.	Killed.	Injured.
Members of train crews:								
Engineers	14	194	11	245	16	230	11	205
Firemen	22	265	19	306	21	304	12	225
Brakemen	11	82	6	62	13	60	9	74
Conductors	2	16	.....	21	3	14	1	6
Switchmen	1	7	2	8	1	8	.....	6
Roundhouse and shop employees:								
Boiler makers	1	9	.....	11	.....	11	1	11
Machinists	.....	5	.....	11	.....	8	1	11
Foremen	.....	3	1	4	.....	1	1	3
Inspectors	.....	6	4	4	.....	3	.....	3
Watchmen	.....	2	.....	3	.....	5	.....	8
Boiler washers	.....	7	1	4	.....	7	.....	10
Hostlers	.....	6	.....	8	.....	6	.....	6
Other roundhouse and shop employees	1	11	2	19	2	19	1	21
Other employees	3	23	.....	26	5	22	.....	7
Nonemployees	2	11	.....	24	1	23	1	3
Total	57	647	46	756	62	721	38	599

All accidents which have been reported to this bureau, as required by section 8 of the law, and rules 55 and 162 promulgated thereunder, have been carefully investigated and a report rendered, as required, for the purpose of determining, as far as possible, the exact cause of such accidents, and applying a remedy that will tend to prevent recurrences. Copies of such reports have been furnished to all interested parties, when requested, and to railroad officials, in order to acquaint them with the conditions, as disclosed by our investigations.

The fact that it is known that all accidents will be carefully investigated, and the existing conditions made known by parties whose only interest in such matters is to prevent recurrences, has had a most beneficial effect in reducing the number of casualties to employees and travelers upon railroads, as indicated by a comparison of the reports rendered.

The reduction in the number of accidents and casualties is gratifying when it is remembered that up to September 4, 1915, the law applied to the locomotive boiler and its appurtenances only, since which date it has covered the entire locomotive and tender and all of their appurtenances.

A summary of all accidents and casualties occurring during the fiscal year ended June 30, 1919, covering the entire locomotive and tender and all of their appurtenances, shows a decrease of 11.8 per cent in the number of accidents, an increase of 23.9 per cent in the number killed, with a decrease of 14.4 per cent in the number injured, as compared with the year ended June 30, 1918.

A summary of all accidents and casualties, caused by the failure of the locomotive boiler and its appurtenances only, for the fiscal

year ended June 30, 1912, which was the first year of the existence of the law, compared with a summary of all accidents and personal injuries which occurred during the fiscal year ended June 30, 1919, shows the substantial decrease in the number of accidents of 60.2 per cent; a decrease in the number of persons killed of 50.5 per cent; and a decrease in the number injured of 58.9 per cent, caused by the failure of such parts.

The increase in the number of persons killed during the last year over the year previous is, to a considerable extent, due to some very violent explosions resulting from firebox crown-sheet failures. These failures serve to illustrate the prime importance of proper firebox construction, inspection, and repair, together with the location, inspection, and maintenance of such appliances as water glasses, gauge cocks, injectors, steam gauges, and safety valves.

During the year 198 applications were filed for an extension of time for the removal of flues, as provided for in rule 10. Investigation showed that in 28 of these cases the condition of the locomotives was such that no extension could properly be granted. Twenty-two were in such condition that the full extension requested could not be granted, but an extension for a shorter period, within the limits of safety, was allowed. Eleven extensions were granted after defects disclosed by our investigation had been repaired. Twenty-eight applications were withdrawn for various reasons, and the remaining 109 were granted for the full period requested.

As provided in rule 54, 3,324 specification cards and 5,949 alteration reports were filed. These were carefully checked in order to determine whether or not the boilers represented were so constructed as to be in safe and proper condition for service, and that the stresses given therein had been correctly calculated.

The provisions of rule 2, by which all boilers are required to have a factor of safety to meet the requirement, have made necessary the strengthening of various parts of numerous boilers.

Substantial progress has been made in equipping locomotives with headlights which will meet the requirements of our orders of December 26, 1916, and December 17, 1917, the effective date of which was fixed as of July 1, 1918.

Notwithstanding the strenuous opposition offered, by certain carriers, to the adoption of these requirements, the use of such lights as a safety device is meeting with the general approval of the employees who are employed where locomotives are so equipped; and a number of the officials, under whose jurisdiction these lights are being operated, have expressed their opinion that such lights are economical and add materially to the safety of operation.

Under our order of April 7, 1919, certain modifications in the rules which were granted in our order of September 20, 1917, be-

cause of conditions brought on by war, were abrogated and others substituted. Experience had demonstrated that certain modifications granted in our order of September 20, 1917, could be made permanent without adversely affecting the safety of operation; therefore, such modifications were retained in the rules.

In addition to the work of this bureau as outlined above, there has been furnished to the assistant director of operation, United States Railroad Administration, monthly a statement showing in detail all defects found on locomotives operating under the jurisdiction of the Railroad Administration which constituted violations of the law and rules and those ordered out of service, as provided for in section 6 of the law.

A number of special investigations have been conducted by this bureau, at the request of the Railroad Administration, and reports covering conditions found and action taken by our inspectors have been furnished. In addition, it has reported to the Railroad Administration a number of improper practices and conditions, which did not come within the scope of the law and rules established.

It has been the purpose to cooperate with the United States Railroad Administration and the officials of the various carriers to the fullest extent consistent with our duties and the purpose of the law, and avoid as far as possible, being compelled to order locomotives removed from service for unsafe conditions at a time when traffic might be seriously delayed.

This bureau has also furnished transcribed reports showing defects found on all locomotives ordered out of service and all defects found approaching violations of the law and rules to the federal managers or the chief operating officers of the carriers. This was done for the purpose of keeping them informed of the condition of their locomotives so that proper repairs might be made to such defects before they became violations and to prevent, as far as possible, failures which might result in serious accidents to persons and property, and consequently serious delay to traffic, all of which has been of paramount importance during the strenuous period of the war and the stages of reconstruction through which we have been passing.

BUREAU OF VALUATION.

Fifty-three tentative valuations have been served upon carriers and other interested parties, and hearings are now being held upon protests which have been filed. In connection with the properties of the Texas Midland Railroad, the Winston-Salem Southbound Railroad Company, and the Kansas City Southern System, action upon protests has been taken and final reports published, except that we have not fixed a single sum as the final value of the common-carrier property of any of these carriers.

As stated in our last annual report, the work of the bureau had been seriously interfered with during the war by inability to obtain and retain competent men, and it was expected that with the cessation of hostilities this condition would disappear, but it has not. The difficulty of finding men with the requisite expert qualification has not lessened, and the cost of employing them has materially increased. This has to an extent interfered with progress.

The field work of the engineering section has been substantially finished. The road and track parties, which make the major part of the field inventory, have been disbanded in the Southern, Western, and Pacific districts and will be disbanded in the Central district about January 1. A small amount of branch work, that is, the inventorying in the field of buildings, bridges, and equipment, is still to be done in all districts except the Southern; and owing to a mistake in estimating the mileage assigned to the Eastern district, road and track work in this district will run some four or five months beyond the previously estimated average date of completion of January 1, 1920.

In the land section our progress has not been as great as was anticipated owing mainly to the inability of carriers to supply necessary preinventory information, like maps of their right of way. Our appraisers can not fix the value of these lands until the carrier has pointed out their location and extent.

The greatest difficulty is being experienced in the accounting section and here again the delay arises from the inability of the carriers to furnish us proper information, especially as to the cost of their equipment and the original cost of their lands. The effect of the war has been to increase the demand for accountants, especially of the higher grade, more in proportion to the supply than in case of any other class of employees engaged in our valuation work. Not only is there an unusual demand for accountants in private occupation but the Government itself has become a large employer. The Federal control of railroads has imposed upon the railroad accountant a great amount of additional work for which an adequate number of competent men has not been available.

We are finding it extremely difficult to procure the requisite number of accountants who are competent to deal with this work. Every accounting report should be a picture of the financial history of the present company and its predecessors, and the preparation of such a report requires a high order of ability. Moreover, this accounting report is essential to the formation of an opinion as to the value of the property.

In our report in the *Texas Midland Case*, we said:

* * * Tentative valuations in which a single sum as the value of the property is not stated will in due course be supplemented by such finding and a

final valuation, including a single sum as the value of the property, will be duly issued.

At the time that report was issued it was our thought that action concerning final value should not be taken until after a comparatively large number of tentative valuations had been prepared and served and the interested parties had been given an opportunity to be heard fully upon the question. All parties to the record represented to us that in the presentation of this question they would be greatly aided by the observation and study of a comparatively large number of cases, and that we could act in the premises more intelligently than would otherwise be possible. We have therefore arranged to hear argument early in January.

SUMMARY OF RECOMMENDATIONS.

1. That consideration be given to our recommendation in the 1916 annual report that the power to award reparation be placed wholly in the courts; that a condition precedent to an award of reparation by a court for unreasonable rates or charges be that we have found such rates or charges unreasonable as of a particular time; that the law affirmatively recognize that private damages do not necessarily follow a violation of the act; that provision be made that sections 8, 9, and 16 of the act to regulate commerce shall be construed to mean that no person is entitled to reparation except to the extent that he shows he has suffered damage; and that the law should provide that if a rate is found to be unreasonable the rule of damages laid down in the *International Coal Case*, 230 U. S., 184, should control.

2. That section 20 of the act be amended to provide that its terms shall be applicable to holding companies.

3. We renew the recommendations made in previous reports favoring the standardization of railroad operating rules.

APPROPRIATIONS AND EXPENDITURES, AND PERSONS EMPLOYED BY THE COMMISSION.

A detailed statement of the appropriations and expenditures of the Commission and of its employees for the fiscal year ended June 30, 1919, constitutes Part II of this report.

Clyde B. Aitchison, *Chairman.*
Edgar E. Clark.
Charles C. McChord.
Balthasar H. Meyer.
Henry C. Hall.
Winthrop M. Daniels.
Robert W. Woolley.
Joseph B. Eastman.

SUPPLEMENT.

JULY 8, 1919.

To the COMMITTEE ON INTERSTATE COMMERCE,
United States Senate.

GENTLEMEN: At the time last winter when the Interstate Commerce Commission appeared before your committee, I was not a member of the Commission and therefore had no opportunity to concur in or dissent from what was then said in regard to the general railroad situation. Under the circumstances, I take the liberty of submitting this statement, wishing in a matter of such importance to let my views be known for what they may be worth.

Stating these views concisely, I believe that the roads should continue in the possession and control of the Nation, for the following principal reasons:

1. To insure necessary capital, at low cost.
2. To avoid unduly high rates.
3. To solve the problem of the "weak" roads.
4. To obtain the operating advantages which come from unification.
5. To promote right relations with labor.

I further believe that while unfavorable criticism may be made of "Federal control," as it has been administered, the record is not discouraging, and the defects may be remedied. Better results can, I feel, be obtained by maintaining and improving national operation than by returning to old methods in whatever guise.

In the case of capital, national operation has a clear and marked advantage, one of great public consequence. As you know, our railroads are never finished, or at least ought not to be, and they require a steady inflow of capital. Without it they can not long furnish good service. The amount required each year runs into very large sums, and half a billion dollars is not an overestimate.

With national operation the credit of the United States is squarely behind the roads, and it is certain that capital can be obtained at low cost as and where needed, and without underwriting syndicates, commissions, or bankers' profits.

Under private operation this has not been true in the past, nor is it likely to be true in the future. In the last analysis, the credit of private railroad corporations depends upon ability to issue common stock. Most of our roads are already heavily bonded, and unless they can market new stock, none of their securities will long attract investors. Inevitably this means high capital cost and a need for very large earnings. Before the war, the roads asserted that new stock could not be sold without income sufficient to pay 6 per cent dividends with a protective margin of 3 per cent on par value each year for reserve. Under present conditions, with the great demand for capital all over the world and prevailing high interest rates, there is little doubt that 6 per cent would fall short of making railroad common or even preferred stock a popular investment. Financiers are now claiming that, to insure good credit, net income must equal at least 125 per cent of the amount necessary to pay interest and such dividends, however great, as may be required to market new stock.

We need not accept these claims at face value to prove the serious disadvantage of private railroad credit, especially under existing conditions. The claims apply not only to conservatively capitalized roads but to companies suffering from inflation or burdened with heavy and unprofitable "outside" investments. To maintain credit upon a sound basis and enable the roads generally to attract capital in accordance with their needs private operation will, I fear, require either a Government guaranty or, in the alternative, the raising of rates to a point where earnings will be upon a relatively higher lever than ever before.

A guaranty of dividends is a mongrel and unsatisfactory arrangement. It would impair whatever initiative private management may still possess. Moreover, if the Government is to guarantee the securities of private corporations it will not be long, and ought not to be, before complete and direct control over the affairs of those corporations is placed in the hands of the Government.

As for raising rates, there never was a time when conservatism was more desirable. We have had ample reason of late to fear the coming of an endless chain of rising wages and prices. Increases in freight rates have results more far-reaching than many realize, affecting as they do the price both of the raw material and of the finished product. The roads have recently been operating with earnings which would drive many of them to bankruptcy if they were in private hands; but the Director General has felt, and I think wisely, that the depression may be the temporary result of the uncertainty following the cessation of hostilities and that the country can better afford, for a time at least, to carry the burden of insufficient revenues through taxation, as a part of the war cost, than to suffer further advances in rates whose ultimate effects no man can foretell. Backed by the resources and power of the Nation he has been able to base his policy upn this belief; but it must be clear that no such policy could be pursued, either now or in any similar situation in the future, if the roads were in private hands.

Under private operation it is proposed to meet the problem of the "weak" roads by lowering the bars against mergers and encouraging the strong to absorb the weak. By the same gradual process or by pooling of interests it is proposed at length to secure the advantages in the handling of freight and in the development and use of terminals which come from unification. Aside from the effect on public sentiment the practical difficulties in the way of bringing about such mergers on any large scale—in deciding what they are to be, in fixing the terms, in dealing with State laws, in arranging the necessary exchanges of securities—are very great. If experience is any criterion, the chief beneficiaries for some years would be the bankers and lawyers in charge of the negotiations.

Under national operation no such difficulties arise. The "weak" roads cease to be a problem, and progress in realizing the benefits of unification need only be continued. Already a good start has been made, and the possibilities in this direction, I believe, even yet have not been fully grasped.

Coming to the labor problem, the fact that further raising of rates could more easily be avoided under national operation would in itself make the labor situation less difficult, for advances in rates and wages are apt to go hand in hand. But I also believe that the Government can deal with the problem with a stronger and surer hand than private operators and, under present conditions, more easily secure cooperation.

It is true that there is a widespread feeling, among business men at least, that the roads ought not to remain under Federal control. It is based upon a belief in "private initiative," strengthened by the impression that the roads have not been well managed since they were taken over; upon the fear that

Federal control will be used for political purposes; and upon a distrust of what are termed "socialistic" experiments.

While no doubt many expressing such views, particularly among bankers, lawyers, and railroad executives, are actuated by motives of self-interest, conscious or unconscious, I do not question the general sincerity of this body of opinion or deny its importance and weight. Yet I believe it is not well founded and that, if followed, the best results for the country will not in the end be obtained.

Faith in "private initiative" springs, I think, from experience in competitive industries. Probably it is true that maximum efficiency is a product of the struggle where profits and even the right to live depend, by reason of keen competition, almost wholly upon efficiency. Competition has been a factor in railroad enterprise, but its influence has lessened with the combinations which have been formed and with the public regulation which has been established, and will shrink still more if further extensive mergers are encouraged. Moreover, the assumption that private railroad owners have a peculiar self-interest in efficient management and economical operation has slender foundation. Those who use the railroads and pay for the service rendered have a greater interest in these matters. The primary interest of a stockholder is in dividends, and these may be obtained under even very poor management, provided rates are sufficiently high. The tendency of railroad stockholders for some time past has been to think more of rates than of management.

It will also be conceded that the control which is exercised by these stockholders, especially where the stock is widely held, is more apparent than real. In practice actual control usually falls into the hands of bankers, and experience has shown that efficient management and economical operation are not their most immediate concern. It is only necessary to refer to the reports in the comparatively recent investigations of the New Haven, Frisco, Pere Marquette, and C. H. & D. Railroads to evidence this point, without reaching back into still more unsavory history. Even those most keenly desirous that the roads should have the benefit of "private initiative" are sufficiently distrustful of the manner in which it might be exercised, so that they wisely urge stringent and costly governmental supervision, not only over rates but over capitalization, mergers, new construction, and service as well.

The choice, therefore, is not between Federal operation and "private initiative," such as is manifested in highly competitive industries where success is inseparable from efficiency, but between Federal operation and "private initiative" in a field where competition is much less a factor if it is to be a factor at all; where prosperity is deemed to be dependent chiefly upon rates; and where the door is open, except so far as it may be closed by supervision, to ulterior motives directly opposed to the public interest.

Probably the sentiment in favor of a return to private operation springs chiefly from a feeling that national operation has been a failure. Such discouragement is not justified. The railroads were taken over in time of war and placed in charge of a Director General. So sudden and radical a change in the administration of an immense industry was never before made in this country, or probably anywhere else. Even if conditions had been normal and favorable, no one could reasonably have expected that the new plan of administration would at once be perfected or that serious mistakes would not occur. As it happens, conditions were neither normal nor favorable. The change came on the eve of the worst winter in railroad history, at a time when serious congestion existed in the eastern territory; the properties were in none too good condition, it was necessary to concentrate attention upon the movement of troops

and munitions, the supply of skilled labor was depleted both by the draft and by the demands of war industries, and prices were soaring rapidly.

In spite of these handicaps, no one denies, I think, that the Railroad Administration succeeded in relieving congestion and handled both troops and all manner of war freight with credit to itself. It is also conceded that it was able, through unification, to bring about improvements in operation and terminal practices which were of substantial benefit. Nor do I think that any well-informed person has charged that fraud or graft has been permitted to enter in. The division directors and Federal managers were chosen from men who had made their mark in railroad work, and obviously without regard to political affiliations. Comparatively few actual changes were made in executive positions.

The chief criticisms of the Railroad Administration, aside from irritation over reductions in passenger service incident to war conditions and a part of the railroad program prior to Federal control, appear to be these:

1. That large increases in rates have been made.

2. That notwithstanding these increases, expense of operation has risen to such a height that the roads are not paying their way, but imposing a grievous burden upon the Public Treasury. It is alleged that much of the increased expense has been due to unjustified increases in wages and to the employment of more men than necessary.

3. That radical changes in rate structure and established practices have been made or proposed in an arbitrary way, and that centralization has given rise to bureaucratic methods, to disregard of local interests, and to undue standardization.

While rates have been raised, it is common knowledge that the increases have not exceeded and as a rule have fallen short of the contemporaneous increases in the prices of staple commodities. If the roads are not now paying their way, it is due, not only to the increase in operating expense, but to the fact that the standard return was based on three very excellent railroad years, and to the further and more important fact that traffic has been very light since the signing of the armistice.

Increases in wages have been large, but I do not believe it will be found that they have been disproportionate, on the whole, to the rise in the cost of living or to the increases granted in most competitive industries. It may be that standardization has been carried too far, but I question whether the situation would have been essentially different if the roads had remained in private hands. The pressure of the cost of living and the rise of wages generally would have made increases on the railroads inevitable. No doubt the process would have been a threatened strike and reference of the matter to the National War Labor Board, or to some special board of arbitration. As it happens, the major increases under Federal control followed the unanimous finding of a bipartisan board of this character. Nor do I think that those who criticise the advances allowed by the Railroad Administration have been less critical of those granted by the War Labor Board under the chairmanship of ex-President Taft.

During the war, it is probably true that the efficiency of railroad labor decreased, particularly in the shops. But it does not follow that this was the result of Federal control. Chiefly it was due to the impairment in personnel and discipline caused by shortage of labor, particularly of skilled mechanics, who were drawn by the thousands into shipbuilding and other war industries. The decrease in efficiency was noted before the roads were taken over, and I know that it was equally, if not more strongly, marked in the case of street railways which remained under private management.

As to the charge that more men than necessary were employed, it appears that the introduction of the eight-hour day in some cases caused an increase in the force; that the Federal managers are largely men who were in charge of operation prior to Federal control, and that no orders have issued fom Washington requiring these managers to employ more men than the needs of the service demand.

I think it is true that certain changes in rate structure and practices have been arbitrarily made, and that there has been overcentralization. Probably the fault sprang from the grant of too unlimited authority and the opportunity which railroad officials, suddenly transformed into Government officers, saw to achieve changes which they had long desired, and from defects in organization natural in the inception of the new mode of administration. But these are not faults which can not be remedied.

Summing up the situation, there are grounds for criticism of operation and policy since the beginning of Federal control. Most of these were products of the times in which we have been living and could not have been avoided. For some the Railroad Administration may properly be held responsible. But none of them justifies the conclusion that national operation is unsound, or that it ought to be abandoned.

I attach little weight to the distrust of "socialistic" experiments. "Socialistic" is a catchward loosely used as a means of discredit in default of argument or thought. It has long been recognized that transportation by rail is a public business which the Government might properly carry on, and it is no more "socialistic" to do so than to provide and care for schools, highways, water supply, postal facilities, irrigation, fire protection, and any number of other activities now publicly administered. The question is one of practical expediency rather than of political theory.

Nor do I feel that greater weight should be given to the statements so frequently made that the Government never has done and never can do anything well. They are a slander, not only upon the Government but upon the people of the country, and breed distrust and anarchy. No doubt it is true that we have often been guilty of wasteful, dilatory, and unbusinesslike practices in the conduct of our public affairs; but one of the reasons has been that so many influential men have preferred to sneer rather than to help in improvement. From experience in both State and Federal service, I am confident that no greater opportunity for useful and genuinely creative work anywhere exists than in the public service; that the great body of employees are faithful, loyal, and willing to work; that inefficiency in the service springs from the top rather than from the bottom; and that all the efficiency that is wholesome and desirable can be developed, without the incentive of excessive financial rewards, if constructive thought and criticism are substituted in sufficient measure for mere cynicism.

Having in mind the conditions by which this country is now faced, it is unwise to return the railroads to the uncertainties of private financing, and the confusion bound to ensue upon the inauguration of new schemes of public regulation, the raising of rates, and attempts at mergers and the pooling of interests. The Nation will, I am sure, better conserve its strength and resources if Federal control is continued and if all who are interested in efficient and economical operation will unite their energies to achieve that end under such control. If supported without rancor or partisanship, this policy can be made to promote national pride and unity and add to the power of the country.

All agree that private operation has had many defects in the past, and much thought is being spent on possible means of curing these defects. The mistake lies in assuming that flaws in private operation are less vital and

easier of remedy than flaws in public operation. There are so many patent elements of strength, simplicity, and power in national operation, at a time when these advantages are sorely needed, that I trust the thought of the country may be directed to the perfecting of Federal control, rather than to its abolition. Along these lines I venture to offer these general suggestions:

1. Too much power has been granted, especially over rates. This has resulted at times in arbitrary action, and has given rise to the disquieting fear that such action may be more frequent in the future. The present rate structure is far from perfect; but our industries have been built upon it and it ought not to be too suddenly or too violently disturbed. No important change should be made without opportunity for full hearing before some disinterested tribunal.

The Interstate Commerce Commission has been dealing with rates for years and is well organized for the purpose. It should be given the same power over rates under national as under private operation.

In my judgment, the Commission should also retain its control over accounts and its powers of research and investigation. The State commissions should be permitted to retain similar powers and to exercise, in general, the authority over service which they now possess. These local tribunals, easily accessible and independent of the Federal Government, can be of great public benefit. The more opportunity there is to watch, check, and criticize from independent sources, the better national operation will be.

2. There has been too great centralization of authority. The roads nationally operated should, I think, be divided into regional or other systems, and these should be given a far larger measure of autonomy or "home rule," so that all minor policies and some of greater moment can be determined on the spot. By instituting comparisons between these systems much benefit can be derived.

3. While the Federal Government should retain final control, independent interests should have a means of watching and helping in the management, either through advisory committees or more directly. The two groups which should be particularly considered in this connection are the shippers who use the roads and the employees by whose labor they are operated. The self-interest of shippers in good service and low rates is obvious. The similar interest of the employees is not so clear but none the less a fact.

Labor is fast coming to realize that increases in wages may not of themselves achieve desired results. So long as only a few trades were organized and increases were confined to small groups, net gains were large; but with more widespread organization and more general increases, the gains are small, for prices rise rapidly on the heels of wages and wipe out the advantages secured. Under such conditions, there are probably only two ways in which labor can permanently better its condition. One is to reduce excessive profits and place the burden of taxation where it can most easily be borne; the other, and the more important in its direct results, is to increase the productive power of labor and thus bring down prices. I believe the railroad labor leaders appreciate the situation and are ready to cooperate in promoting efficiency, if given a fair opportunity. No group of men in the country have a greater stake in the railroads than their employees, and they are entitled to be consulted in the management. Such a policy would also, I feel confident, reduce friction and the number of serious labor disputes.

Plans for stimulating efficiency of employees by giving them a share of the profits are unsound, because such profits can more easily be secured by raising rates than by promoting efficiency. Plans whereby increased compensation is made directly dependent upon a demonstrated record of efficiency are more

desirable and can be developed, if safeguarded from abuse by proper cooperation.

These are only general suggestions, and I have not attempted to develop them in any detail. The problem is really one of organization, and the important thing at the moment, as I see it, is to turn attention in this direction. If this is done, I believe that the Director General and his assistants, representatives of shippers and employees, and many others can give you valuable help in devising ways and means for improving the organization and supervision of national operation so that it will better accomplish the purposes which all desire. It is a question which can be dealt with without haste, and the same may be said of the still more difficult question as to the compensation finally to be paid to the owners of the roads if the policy of national operation is permanently adopted, a question which can more wisely be determined, in all probability, in the light of the valuation which is now in process.

In the meantime the suggestion which I respectfully offer for your consideration is that the present form of national operation, with the modification proposed in the so-called Cummins bill, be continued for an appropriate period of time in order that uncertainty as to the immediate future may be ended and sufficient time gained for the deliberate and constructive consideration of the entire problem. If I can be of any help to your committee at any time, I am, of course, at your command.

Very truly yours,

JOSEPH B. EASTMAN.

APPENDIX A.

INDICTMENTS RETURNED AND CASES CONCLUDED.

Summary of indictments returned between November 1, 1918, and October 31, 1919, inclusive, for violations of the act to regulate commerce and the Elkins act.

Summary of cases arising from violations of the above acts concluded between November 1, 1918, and October 31, 1919, inclusive, and sentences imposed.

SUMMARY OF INDICTMENTS RETURNED BETWEEN NOVEMBER 1, 1918, AND OCTOBER 31, 1919, INCLUSIVE.

United States *v.* Howard M. Adams, District Court, Wyoming, June 4, 1919, indictment charging violation of section 1 of the act to regulate commerce; 1 count.

United States *v.* Alston Parker Lumber Co., District Court, New Jersey, Jan. 25, 1919, indictment charging accepting and receiving concessions and discriminations; 15 counts.

United States *v.* Costa Antinino, District Court, Western Pennsylvania, Nov. 20, 1918, indictment charging false billing; 1 count.

United States *v.* Henry T. Averitt, District Court, Western Tennessee, May 27, 1919, indictment charging filing of false claim with St. Louis-San Francisco Railroad; 1 count.

United States *v.* Brandt Company and Herbert W. Brandt, District Court, Northern Ohio, March 20, 1919, indictment charging filing of false claims; 6 counts.

United States *v.* A. W. Burritt Co., District Court, Connecticut, May 28, 1919, indictment charging accepting and receiving concessions and discriminations; 15 counts.

United States *v.* Bertie Cooksey, District Court, Wyoming, Jan. 18, 1919, indictment charging violation of section 1 of the act to regulate commerce; 1 count.

United States *v.* Dittmar Co., District Court, New Jersey, December 12, 1918, indictment charging accepting concessions and discriminations; 10 counts.

United States *v.* Forest Box & Lumber Co., District Court, New Jersey, January 25, 1919, indictment charging accepting concessions and discriminations; 15 counts.

United States *v.* Galveston, Harrisburg & San Antonio Railway Co., District Court, Southern Texas, November 4, 1918, indictment charging granting concessions to Imperial Sugar Co.; 10 counts.

United States *v.* Gulf, Colorado & Santa Fe Railway Co., District Court, Southern Texas, November 4, 1918, indictment charging granting concessions to Imperial Sugar Co.; 10 counts.

United States *v.* Imperial Sugar Co., District Court, Southern Texas, November 4, 1918, indictment charging accepting and receiving concessions from Gulf, Colorado & Santa Fe Railway Co.; 10 counts.

United States *v.* Imperial Sugar Co., District Court, Southern Texas, November 4, 1918, indictment charging accepting and receiving concessions from Galveston, Harrisburg & San Antonio Railway Co.; 10 counts.

United States *v.* Robert C. Irwin, District Court, Eastern Virginia, May 7, 1919, indictment charging accepting and receiving concessions and discriminations; 7 counts.

United States *v.* Charles H. James, District Court, Eastern Illinois, March 10, 1919, indictment charging falsifying records, making and uttering false bills of lading, and pilfering interstate shipments; 6 counts.

United States *v.* John Moore, District Court, Northern Alabama, May 3, 1919, indictment charging violation of section 1 of the act to regulate commerce; 1 count.

United States *v.* National Box & Lumber Co., District Court, New Jersey, January 25, 1919, indictment charging accepting and receiving concessions and discriminations; 15 counts.

United States *v.* Passaic-Bergen Lumber Co., District Court, New Jersey, January 28, 1919, indictment charging accepting and receiving concessions and discriminations; 5 counts.

United States *v.* Joseph T. Pearson & Sons Co., District Court, Eastern Pennsylvania, June 5, 1919, indictment charging accepting and receiving concessions and discriminations; 10 counts.

United States *v.* Juan Ramirez, District Court, Wyoming, November 13, 1918, indictment charging violation of section 1 of the act to regulate commerce; 1 count.

United States *v.* Oliver Ridder, District Court, Wyoming, January 13, 1919, indictment charging violation of section 1 of the act to regulate commerce; 1 count.

United States *v.* Riverside Box & Lumber Co. and Louis Romanoff, District Court, New Jersey, April 21, 1919, indictment charging accepting and receiving concessions and discriminations; 10 counts.

United States *v.* Royal Box & Lumber Co., District Court, New Jersey, January 28, 1919, indictment charging accepting and receiving concessions and discriminations; 5 counts.

United States *v.* Sheip & Vandegrift, Inc., District Court, Eastern Pennsylvania, June 5, 1919, indictment charging accepting and receiving concessions and discriminations; 10 counts.

United States *v.* H. H. Sheip Manufacturing Co., District Court, Eastern Pennsylvania, June 5, 1919, indictment charging accepting and receiving concessions and discriminations; 10 counts.

United States *v.* Star Box & Lumber Co., District Court, New Jersey, January 25, 1919, indictment charging accepting and receiving concessions and discriminations; 15 counts.

United States *v.* Sugar Land Railway Co., District Court, Southern Texas, November 4, 1918, indictment charging falsifying records; 10 counts.

United States *v.* Union Wholesale Lumber Co., District Court, New Jersey, January 25, 1919, indictment charging accepting and receiving concessions and discriminations; 10 counts.

SUMMARY OF CASES CONCLUDED IN UNITED STATES DISTRICT COURTS BETWEEN NOVEMBER 1, 1918, AND OCTOBER 31, 1919, INCLUSIVE.

United States *v.* Howard M. Adams, District Court, Wyoming, indictment charging violation of section 1 of the act to regulate commerce. January 4, 1919, plea of guilty entered and fine of $100 imposed.

United States *v.* Alston Parker Lumber Co., District Court, New Jersey, indictment charging accepting and receiving concessions and discriminations. February 25, 1919, plea of guilty entered and fine of $8,000 imposed.

United States *v.* Costa Antinino, District Court, Western Pennsylvania, indictment charging false billing. November 27, 1918, plea of guilty entered and fine of $50 imposed.

United States *v.* William Bonifas Lumber Co., District Court, Western Michigan, indictment charging accepting and receiving concessions from Chicago & North Western Railway Co. April 8, 1919, plea of guilty entered and fine of $1,000 imposed.

United States *v.* Boynton Lumber Co., District Court, New Jersey, indictment charging accepting and receiving concessions and discriminations. December 28, 1918, plea of guilty entered and fine of $3,750 imposed.

United States *v.* The Brandt Co. and Herbert W. Brandt, District Court, Northern Ohio, indictment charging filing of false claims. April 22, 1919, plea of guilty entered and fine of $1,000 imposed.

United States *v.* A. W. Burritt Co., District Court, Connecticut, indictment charging accepting and receiving concessions and discriminations. October 2, 1919, plea of guilty entered and fine of $18,000 imposed.

United States *v.* Chicago & North Western Railway Co., District Court, Western Michigan, indictment charging granting concessions to Bonifas Lumber Co. April 8, 1919, plea of guilty entered and fine of $1,000 imposed.

United States *v.* Chicago & North Western Railway Co., District Court, Eastern Wisconsin, indictment charging granting concessions to Menominee Bay Shore Lumber Co., Holt Lumber Co., and Crocker Chair Lumber Co. June 8, 1919, plea of guilty entered and fine of $3,000 imposed.

United States *v.* Chicago & North Western Railway Co., District Court, Northern Illinois, indictment charging failure to post tariff. July 1, 1919, plea of guilty entered and fine of $65 imposed.

United States *v.* Chicago, Burlington & Quincy Railroad Co., District Court, Northern Illinois, indictment charging failure to post tariff. June 30, 1919, plea of guilty entered and fine of $65 imposed.

United States *v.* Chicago, Milwaukee & Gary Railway Co., District Court, Northern Illinois, indictment charging failure to post tariff. June 30, 1919, plea of guilty entered and fine of $65 imposed.

United States *v.* Chicago, Milwaukee & St. Paul Railway Co., District Court, Northern Illinois, indictment charging failure to post tariff. June 30, 1919, plea of guilty entered and fine of $65 imposed.

United States *v.* Chicago, Milwaukee & St. Paul Railway Co., District Court, Western Michigan, indictment charging granting concessions to Sagola Lumber Co. April 8, 1919, plea of guilty entered and fine of $1,000 imposed.

United States *v.* Bertie Cooksey, District Court, Wyoming, indictment charging violation of section 1 of the act to regulate commerce. January 25, 1919, plea of guilty entered and fine of $100 imposed.

United States *v.* Creelman & Herring Lumber Co., and Charles S. Creelman, District Court, Eastern Virginia, indictment charging accepting and receiving concessions and discriminations. May 5, 1919, plea of guilty by Creelman and fine of $1,000 imposed. Nolle prosequi entered as to corporation.

United States *v.* Crocker Chair Lumber Co., District Court, Eastern Wisconsin, indictment charging accepting and receiving concession from Chicago & North Western Railway Co. June 10,. 1919, plea of guilty entered and fine of $1,000 imposed.

United States *v.* Cudahy Packing Co., John A. McNaughton and James W. Robb, District Court, Northern Illinois, indictment charging filing false claims and receiving concessions. September 26, 1919, plea of guilty by Cudahy Packing Co. and fine of $8,875 imposed. Nolle prosequi entered as to McNaughton and Robb.

United States *v.* Cudahy Packing Co., John A. McNaughton, James W. Robb, John R. O'Brien, Frank Melville, and Chicago & Alton Railroad Co., District Court, Northern Illinois, indictment charging conspiracy to violate the act to regulate commerce. September 26, 1919, nolle prosequi entered.

United States *v.* Dittmar Co., District Court, New Jersey, indictment charging accepting and receiving concessions and discriminations. January 25, 1919, plea of guilty entered and fine of $1,000 imposed.

United States *v.* Ferger Grain Co., District Court, Southern Ohio, indictment charging accepting and receiving concessions. January 13, 1919, plea of guilty entered and fine of $5,000 imposed.

United States *v.* Forest Box & Lumber Co., District Court, New Jersey, indictment charging accepting and receiving concessions and discriminations. February 25, 1919, plea of guilty entered and fine of $5,000 imposed.

United States *v.* Franklin Lumber Co., District Court, New Jersey, indictment charging accepting and receiving concessions and discriminations. December 28, 1918, plea of guilty entered and fine of $5,000 imposed.

United States *v.* Galveston, Harrisburg & San Antonio Railway Co., District Court, Southern Texts, indictment charging granting concessions to Imperial Sugar Co. October 2, 1919, plea of guilty entered and fine of $2,500 imposed.

United States *v.* Goodman Lumber Co., District Court, Eastern Wisconsin, indictment charging accepting and receiving concession from Minneapolis, St. Paul & Sault Ste. Marie Railway Co. April 9, 1919, plea of guilty entered and fine of $1,000 imposed.

United States *v.* Gulf, Colorado & Santa Fe Railway Co., District Court, Southern Texas, indictment charging granting concessions to Imperial Sugar Co. October 2, 1919, plea of guilty entered and fine of $2,500 imposed.

United States *v.* Heidritter Lumber Co., and Frank R. Wallace, District Court, New Jersey, indictment charging accepting and receiving concessions and discriminations. December 28, 1918, plea of guilty by Heidritter Lumber Co. and fine of $12,500 imposed. Nolle prosequi entered as to Wallace.

United States *v.*-Hocking Valley Railway Co., District Court, Northern Ohio, indictment charging failure to collect demurrage on lake coal held at Toledo, Ohio. December 16, 1918, nolle prosequi entered.

United States *v.* Holt Lumber Co., District Court, Eastern Wisconsin, indictment charging accepting and receiving concession from Chicago & North Western Railway Co. June 4, 1919, plea of guilty entered and fine of $1,000 imposed.

United States *v.* Illinois Central Railroad Co., District Court, Northern Illinois, indictment charging failure to post tariff. June 30, 1919, plea of guilty entered and fine of $65 imposed.

United States *v.* Imperial Sugar Co., District Court, Southern Texas, indictment charging accepting and receiving concessions from Gulf, Colorado & Santa Fe Railway Co. May 8, 1919, plea of guilty entered and fine of $3,000 imposed.

United States *v.* Imperial Sugar Co., District Court, Southern Texas, indictment charging accepting and receiving concessions from Galveston, Harrisburg & San Antonio Railway Co. May 8, 1919, plea of guilty entered and fine of $3,000 imposed.

United States *v.* Charles H. James, District Court, Eastern Illinois, indictment charging falsification of records, making and uttering false bills of lading, and pilfering of interstate shipments. March 13, 1919, plea of guilty entered and sentence of five years in penitentiary imposed.

United States *v.* Kanawha & Michigan Railway Co., District Court, Northern Ohio, indictment charging granting concessions to Kellys Creek Colliery Co. December 16, 1918, plea of guilty entered and fine of $5,000 imposed.

United States *v.* Kellys Creek Colliery Co., District Court, Northern Ohio, indictment charging accepting and receiving concessions from Kanawha & Michigan Railway Co. December 16, 1918, plea of guilty entered and fine of $1,000 imposed.

United States *v.* Loren S. Kizer, District Court, Middle Pennsylvania, indictment charging assisting a shipper to obtain transportation at less than published rates. January 13, 1919, nolle prosequi entered.

United States *v.* C. C. McEwen and John Rogers, District Court, Eastern Kentucky, indictment charging false billing. October 14, 1919, nolle prosequi entered.

United States *v.* Menominee Bay Shore Lumber Co., District Court, Eastern Wisconsin, indictment charging accepting and receiving concession from Chicago & North Western Railway Co. January 4, 1919, plea of guilty entered and fine of $1,000 imposed.

United States *v.* Metropolitan Lumber Co., and Jacob Jacobson, District Court, New Jersey, indictment charging accepting and receiving concessions and discriminations, September 20, 1919, plea of guilty by Metropolitan Lumber Co., and fine of $35,000 imposed. Indictment pending as to Jacob Jacobson.

United States *v.* Minneapolis, St. Paul & Sault Ste. Marie Railway Co., District Court, Western Michigan, indictment charging granting concessions to Northwestern Cooperage Co. and Wisconsin Land & Lumber Co. April 8, 1919, plea of guilty entered and fine of $2,000 imposed.

United States *v.* Minneapolis, St. Paul & Sault Ste. Marie Railway Co., District Court, Eastern Wisconsin, indictment charging granting concession to Goodman Lumber Co. June 8, 1919, plea of guilty entered and fine of $1,000 imposed.

United States *v.* John Moore, District Court, Northern Alabama, indictment charging violation of section 1 of the act to regulate commerce. May 3, 1919, plea of guilty entered and fine of $100 imposed.

United States *v.* Mark Murphy, District Court, Northern Illinois, indictment charging violation of section 1 of the act to regulate commerce. March 20, 1919, plea of guilty entered. June 30, 1919, fine of $100 imposed.

United States *v.* National Box & Lumber Co., District Court, New Jersey, indictment charging accepting and receiving concessions and discriminations. February 10, 1919, plea of guilty entered and fine of $10,000 imposed.

United States *v.* Northwestern Cooperage Co., District Court, Western Michigan, indictment charging accepting and receiving concession from Minneapolis, St. Paul & Sault Ste. Marie Railway Co. April 8, 1919, plea of guilty entered and fine of $1,000 imposed.

United States *v.* Passaic-Bergen Lumber Co., District Court, New Jersey, indictment charging accepting and receiving concessions and discriminations. May 27, 1919, plea of guilty entered and fine of $2,000 imposed.

United States *v.* Joseph T. Pearson & Sons Co., District Court, Eastern Pennsylvania, indictment charging accepting and receiving concessions and discriminations. September 18, 1919, plea of guilty entered and fine of $10,000 imposed.

United States *v.* Perrine & Buckelew (Inc.), District Court, New Jersey, indictment charging accepting and receiving concessions and discriminations. December 28, 1918, plea of guilty entered and fine of $6,250 imposed.

United States *v.* Juan Ramirez, District Court, Wyoming, indictment charging violation of section 1 of the act to regulate commerce. November 18, 1918, plea of guilty entered and fine of $100 imposed.

United States *v.* Oliver D. Ridder, District Court, Wyoming, indictment charging violation of section 1 of the act to regulate commerce. January 13, 1919, plea of guilty entered and fine of $100 imposed.

United States *v.* Riverside Box & Lumber Co. and Louis Romanoff, District Court, New Jersey, indictment charging accepting and receiving concessions and discriminations. June 9, 1919, plea of guilty by Riverside Box & Lumber Co. and fine of $3,000 imposed. Nolle prosequi entered as to Romanoff.

United States *v.* Royal Box & Lumber Co., District Court, New Jersey, indictment charging accepting and receiving concessions and discriminations. February 10, 1919, plea of guilty entered and fine of $1,000 imposed.

United States *v.* Sagola Lumber Co., District Court, Western Michigan, indictment charging accepting and receiving concessions from Chicago, Milwaukee & St. Paul Railway Co. April 8, 1919, plea of guilty entered and fine of $1,000 imposed.

United States *v.* S. Samuels, District Court, Southern Texas, indictment charging false billing, receiving concessions, and filing false claim. March 12, 1919, plea of guilty entered and fine of $1,000 imposed.

United States *v.* Shelp & Vandegrift, District Court, Eastern Pennsylvania, indictment charging accepting concessions and discriminations. September 18, 1919, plea of guilty entered and fine of $4,000 imposed.

United States *v.* H. H. Shelp Manufacturing Co., District Court, Eastern Pennsylvania, indictment charging accepting and receiving concessions and discriminations. July 15, 1919, plea of guilty entered and fine of $3,000 imposed.

United States *v.* Southern Lumber Co. and David Jacobson, District Court, New Jersey, indictment charging accepting and receiving concessions and discriminations. December 28, 1918, pleas of guilty entered and fines of $4,000 imposed upon Southern Lumber Co. and of $1,000 imposed upon David Jacobson.

United States *v.* Charles Spruks, District Court, Middle Pennsylvania, indictment charging violation of section 10 of the act to regulate commerce and of section 1 of the Elkins Act. January 13, 1919, plea of nolo contendere entered and fine of $25,000 imposed.

United States *v.* Star Box & Lumber Co., District Court, New Jersey, indictment charging accepting and receiving concessions and discriminations. April 25, 1919, plea of guilty entered and fine of $8,000 imposed.

United States *v.* Strong Machinery & Supply Co., District Court, Southern New York, indictment charging filing of false claim with the Erie Railroad Co. September 20, 1919, verdict of not guilty entered.

United States *v.* Sugar Land Railway Co., District Court, Southern Texas, indictment charging falsification of records. May 8, 1919, nolle prosequi entered.

United States *v.* Toledo & Ohio Central Railway Co., District Court, Northern Ohio, indictment charging failure to collect demurrage. December 16, 1918, nolle prosequi entered.

United States *v.* Toledo & Ohio Central Railway Co., District Court, Northern Ohio, indictment charging failure to observe demurrage tariffs. December 16, 1918, plea of guilty entered and fine of $1,000 imposed.

United States *v.* Union Wholesale Lumber Co., District Court, New Jersey, indictment charging accepting and receiving concessions and discriminations. April 2, 1919, plea of guilty entered and fine of $10,000 imposed.

United States *v.* Wisconsin Land & Lumber Co., District Court, Western Michigan, indictment charging accepting and receiving concession from Minneapolis, St. Paul & Sault Ste. Marie Railway Co. April 8, 1919, plea of guilty entered and fine of $1,000 imposed.

APPENDIX B.

SUMMARIES SHOWING ACTION TAKEN SINCE THE PERIOD COVERED BY THE LAST ANNUAL REPORT WITH RESPECT TO CASES INVOLVING ORDERS OR REQUIREMENTS OF THE COMMISSION, AND STATUS ON OCTOBER 31, 1919, OF CASES PENDING IN THE COURTS.

CASES DECIDED BY THE COURTS SINCE OCTOBER 31, 1918.

SUPREME COURT OF THE UNITED STATES.

Skinner & Eddy Corporation v. *United States and Interstate Commerce Commission.*

Appeal from a decree of the District Court for the District of Oregon dismissing a suit in equity brought to annul certain orders of the Commission defining long-and-short haul rates on steel from eastern defined territory to Pacific Coast terminals. 34 I. C. C., 13; 40 I. C. C., 35.

The judgment of the District Court was affirmed by the Supreme Court.

DISTRICT COURTS OF THE UNITED STATES.

National Tube Company et al. v. *United States et al.*, Northern District of Ohio.

Suit in equity to annul an order of the Commission requiring certain carriers to cease and desist from paying to the Lake Terminal Railroad Company, for what the Commission found to be a plant-facility service, certain divisions of through rates. 50 I. C. C., 489.

On December 13, 1918, the court entered an order suspending during the pendency of the suit the portion of the Commission's order which related to future allowances.

United States of America at the relation of Kansas City Southern Railway Company v. *Interstate Commerce Commission of the United States.*

Petition for mandamus to compel the Commission to receive certain evidence in a proceeding pending before it, entitled *In the Matter of the Valuation of the Property of the Kansas City Southern Railway Company et al.*

On March 6, 1919, the Supreme Court of the District of Columbia dismissed the petition, and on June 2, 1919, this ruling, upon appeal, was affirmed by the Circuit Court of Appeals of said District. On June 16, 1919, an appeal was taken to the Supreme Court.

Alaska Steamship Company et al. v. *United States.*

Suit in equity to annul an order of the Commission prescribing forms of bills of lading to be used upon the lines of all common carriers subject to the Act to regulate commerce. 29 I. C. C., 417; 52 I. C. C., 671.

On July 12, 1919, a preliminary injunction restraining enforcement of the order was granted, and on August 16, 1919, an appeal was taken to the Supreme Court.

CASES DISMISSED IN THE COURTS SINCE OCTOBER 31, 1918.

DISTRICT COURTS OF THE UNITED STATES.

Louisville & Nashville Railroad Company v. *United States.*

Suit to annul orders of the Commission prohibiting advance in coal and coke rates from points on Louisville & Nashville Railroad to points on Cleveland, Cincinnati, Chicago & St. Louis Railway, and prescribing maximum rates on coal from Black Mountain and other mine groups to points north of Ohio River. 30 I. C. C., 635.

On January 7, 1919, dismissed on motion of petitioner.

Illinois Central Railroad Company and Morton Salt Company v. *United States.*

Suit in equity to annul orders of the Commission requiring carriers to cease and desist from charging for transportation of salt from points in Michigan to points in Illinois rates in excess of 2½ cents per cwt. more than rates contemporaneously in effect from Chicago and Chicago rate points to said destinations in Illinois. 31 I. C. C., 559.

On February 8, 1919, dismissed on motion of the parties.

Commonwealth of Massachusetts v. *United States.*

Suit in equity to annul an order of the Commission requiring Boston & Maine Railroad to desist from absorbing connecting-line charges on interstate traffic to and from Commonwealth Pier, while refusing to absorb similar charges to and from dock of National Dock and Storage Warehouse Company at Boston. 38 I. C. C., 643.

On February 18, 1919, dismissed on motion of petitioners.

National Tube Company v. *Baltimore & Ohio Railroad Company et al.*

Suit in equity to annul an order of the Commission requiring certain carriers to cease and desist from paying to the Lake Terminal Railroad Company, for what the Commission found to be a plant-facility service, certain divisions of through rates. 50 I. C. C., 489.

On February 11, 1919, dismissed on motion of the parties.

CASES PENDING IN THE COURTS OCTOBER 31, 1919.

SUPREME COURT OF THE UNITED STATES.

Seaboard Air Line Railway Company et al. v. *United States and Interstate Commerce Commission.*

Suit in equity to annul an order of the Commission requiring carriers to abstain from absorbing switching charges on certain interstate carload freight at Richmond, Va., while refusing to absorb such charges on other like carload shipments transported under similar circumstances and conditions. 30 I. C. C., 552; 44 I. C. C., 455.

On January 19, 1918, the carriers' petition was dismissed by the District Court, and on January 23, 1918, an appeal was taken to the Supreme Court.

United States of America at the relation of Kansas City Southern Railway Company v. *Interstate Commerce Commission of the United States.*

Petition for mandamus to compel the Commission to receive certain evidence in a proceeding pending before it, entitled *In the Matter of the Valuation of the Property of the Kansas City Southern Railway Company et al.*

On June 2, 1919, the Court of Appeals of the District of Columbia affirmed a judgment of the Supreme Court of said District dismissing the carrier's petition, and on June 16, 1919, an appeal was taken to the Supreme Court.

Alaska Steamship Company et al. v. *United States.*

Suit in equity to annul an order of the Commission prescribing forms of bills of lading to be used upon the lines of all common carriers subject to the act to regulate commerce. 29 I. C. C., 417; 52 I. C. C., 671.

On July 12, 1919, a preliminary injunction restraining enforcement of the order was granted, and on August 16, 1919, an appeal was taken to the Supreme Court.

DISTRICT COURTS OF THE UNITED STATES.

Missouri, Kansas & Texas Railway Company v. *United States, Interstate Commerce Commission et al.*, Northern District of Texas.

Suit in equity to annul an order of the Commission awarding reparation on shipments of cattle from points in Texas and other states to points in Illinois and other states. 30 I. C. C., 721.

St. Louis, Iron Mountain & Southern Railway Co. v. *United States, Interstate Commerce Commission et al.*, Northern District of Texas.

Suit in equity to annul an order of the Commission awarding reparation on shipments of cattle from points in Texas and other states to points in Illinois and other states. 30 I. C. C., 721.

Chicago & Eastern Illinois Railroad Co. v. *United States, Interstate Commerce Commission et al.*, Northern District of Texas.

Suit in equity to annul an order of the Commission awarding reparation on shipments of cattle from points in Texas and other states to points in Illinois and other states. 30 I. C. C., 721.

St. Louis & San Francisco Railroad Company v. *United States, Interstate Commerce Commission et al.*, Northern District of Texas.

Suit in equity to annul an order of the Commission awarding reparation on shipments of cattle from points in Texas and other states to points in Illinois and other states. 30 I. C. C., 721.

Interstate Commerce Commission v. *South Georgia Railway Company*, Southern District of Georgia.

Suit in equity to enjoin issuance to nonexcepted persons of passes stipulated for in deeds to rights of way. On March 1, 1918, injunction granted by District Court.

Brown Drug Company et al. v. *United States Interstate Commerce Commission et al.*, Northern District of Iowa.

Suit in equity to annul an order of the Commission requiring carriers to desist from charging higher express rates between Sioux City, Iowa, and points in South Dakota than are contemporaneously applied to similar transportation between points in South Dakota. Argued, submitted, and taken under advisement. 39 I. C. C., 703.

Eastern Texas Railroad Company et al. v. *Railroad Commission of Texas et al.*, Western District of Texas.

Suit in equity to enjoin prosecution by Railroad Commission of Texas and others of suits based upon charging by carriers of rates published in compliance with an order entered by the Interstate Commerce Commission in the *Shreveport Case*. United States and Interstate Commerce Commission made parties to suit by amended answer in the nature of a cross bill filed by Texas Railroad Commission. 41 I. C. C., 83; 43 I. C. C., 45.

Application of Texas Commission for an injunction against order of Interstate Commerce Commission, denied; application of carriers for injunction to restrain Texas Commission from interfering with carriers' compliance with order of Interstate Commerce Commission, granted. Pending final hearing.

Interstate Commerce Commission v. *American Express Company et al.*, Northern District of Iowa.

Petition for mandatory decree to compel express companies to comply with an order of the Commission requiring carriers to desist from charging higher express rates between Sioux City, Iowa, and points in South Dakota than are contemporaneously applied to similar transportation between points in South Dakota. 39 I. C. C., 703.

Decree enforcing Commission's order entered. Pending hearing on motion to modify decree.

City of St. Louis v. *United States and Interstate Commerce Commission*, Eastern District of Missouri.

Suit in equity to annul Commission's order of November 7, 1916, vacating order of May 17, 1916, suspending Illinois Traction tariff covering rates between St. Louis and points in Illinois. 41 I. C. C., 584.

Pending on motion to dismiss filed by Commission.

Chestnut Ridge Railway Company v. *United States and Interstate Commerce Commission*, District of New Jersey.

Suit in equity to annul an order of the Commission vacating orders of December 28, 1915, and January 12, 1916, suspending certain tariffs providing for divisions to Chestnut Ridge Railway Co., an industrial line. New action following dismissal of similar suit between same parties. 41 I. C. C., 62; 50 I. C. C., 152.

State of Nebraska v. *United States of America, Walker D. Hines, Director General of Railroads of the United States, Interstate Commerce Commission, et al.* Western District of Missouri.

Suit in equity to set aside an order of the Commission, in the case of *South St. Joseph Live Stock Exchange* v. *Chicago, Burlington & Quincy Railroad Company and the Director General of Railroads*, and the case of *Kansas City Live Stock Exchange* v. *the same defendants*, requiring the removal of a discrimination which resulted from the granting of free return transportation to caretakers accompanying intrastate shipments of livestock from points on the C. B. & Q. R. R. in Nebraska to Omaha, Nebr., while refusing to grant such transportation in connection with interstate shipments of livestock from the same points of origin to St. Joseph and Kansas Ciy, Mo.

APPENDIX C.

STATISTICAL SUMMARIES.

SUMMARY OF STATISTICS FROM PERIODICAL REPORTS OF CARRIERS TO THE COMMISSION.

Railway operating revenues, railway operating expenses, and railway operating income, as defined in the Federal control act, of steam roads in the United States, 1919, 1918, 1917, and test period, by months.

Roads having annual operating revenues a o ve $1,000,000, including large switching and terminal companies.

Item.	1919	1918	1917	Test period—3 years ending June 30, 1917.
Miles of road operated at close of period	234,079.09	232,561.23	233,103.64	231,831.31
RAILWAY OPERATING REVENUES.				
January	$396,786,536	$285,359,343	$300,843,745	$258,632,671
February	351,946,353	290,021,416	265,362,397	244,414,639
March	376,896,509	366,369,962	317,149,867	279,610,587
April	389,167,731	371,640,412	319,328,491	277,422,295
May	413,898,421	378,961,675	345,904,288	294,963,913
June	426,227,748	395,200,856	349,669,869	299,728,088
July	455,364,409	470,385,534	348,394,394	272,802,601
August	471,726,403	504,713,093	366,223,601	289,109,878
September		488,135,960	358,798,497	294,013,270
October		489,332,259	382,544,311	302,998,272
November		439,770,981	357,273,626	285,198,843
December		440,100,165	337,099,056	275,165,625
Twelve months		[1]4,913,319,604	[1]4,050,463,579	3,374,060,692
RAILWAY OPERATING EXPENSES.				
January	$360,465,815	$271,521,592	$215,496,356	$187,614,922
February	324,520,617	261,344,313	207,795,297	182,392,343
March	347,373,090	284,211,122	229,028,449	196,036,757
April	344,432,079	281,562,580	227,626,666	194,441,100
May	355,579,949	286,578,422	238,686,946	201,185,014
June	356,404,281	435,385,174	235,581,846	199,622,827
July	359,016,940	318,153,814	237,809,378	182,024,800
August	359,269,255	860,462,142	246,918,741	186,014,943
September		370,604,890	244,316,681	186,355,885
October		383,372,566	260,057,219	192,196,541
November		363,819,093	261,739,178	185,931,450
December		395,034,562	251,302,146	186,836,851
Twelve months		[1]4,006,894,762	[1]2,858,212,210	2,280,653,433
RAILWAY OPERATING INCOME AS DEFINED IN THE FEDERAL CONTROL ACT.				
January	$18,783,702	[2] $4,097,117	$67,239,526	$55,516,764
February	10,106,268	11,877,297	41,691,864	46,581,581
March	10,842,608	62,756,806	70,499,080	67,878,365
April	26,115,214	71,407,370	74,441,544	67,242,939
May	39,462,367	73,334,485	92,567,508	77,916,289
June	52,270,702	[3] 61,274,025	95,119,174	83,607,449
July	77,176,933	138,523,719	92,599,620	75,761,316
August	92,396,636	128,155,848	101,386,055	87,792,172
September		99,038,750	94,982,497	92,233,577
October		87,106,126	102,700,478	95,234,353
November		57,123,335	76,764,748	83,818,013
December		28,237,190	64,561,378	72,941,674
Twelve months		[1] 690,418,778	[1] 974,778,937	906,524,492

[1] Includes certain corrections not appearing in monthly figures.
[2] Loss.
[3] Loss. The net operating income for June, 1918, would have been approximately $70,000,000 without deduction for back pay representing wage increases since Dec. 31, 1917.

NOTE.—The miles of road covered by Class I roads change somewhat each year, and there are also corrections in the various returns. The figures above given are in each case the latest available. During the test period equipment and joint facility rents were not distinguished in the monthly returns and have been allowed for each month by taking one-twelfth of the annual figures.

ACCIDENTS ON STEAM RAILROADS.

Summary of casualties to persons on steam railroads in the United States for the years ended Dec. 31, 1917 and 1918.

Class of person.	Number of persons—			
	1918		1917	
	Killed.	Injured.	Killed.	Injured.
1. Trespassers (including trespassing employees)	3,255	2,805	4,243	3,829
2. Employees:				
Trainmen on duty	1,606	42,944	1,492	47,887
Other employees	1,322	4,612	1,289	4,893
Total employees	2,928	47,556	2,781	52,780
3. Passengers	471	7,316	391	7,582
4. Persons carried under contract, such as mail clerks, Pullman conductors, etc.	48	766	42	792
5. Other nontrespassers	1,995	5,701	2,200	5,987
Total Classes I to V	8,597	64,144	9,567	70,970
6. Casualties to persons in nontrain accidents (industrial employees, and other persons)	589	110,431	520	123,835

STATISTICS OF RAILWAY DEVELOPMENT SINCE 1908.

In the following tables slight adjustments have been made in some of the figures heretofore published, in order to allow as fully as possible for changes in methods of compilation. As the changes are not of importance, it will not be necessary to burden the tables with numerous footnotes.

TABLE I.—*Mileage operated and mileage owned by steam roads in the United States, not including switching and terminal companies, 1908–1918.*

Year ended—	Miles of road owned in the United States.[1]	Mileage operated, by Classes I, II, and III roads (including trackage rights).		
		Miles of road.	Miles of second or additional main tracks.	Miles of yard track and sidings.
June 30, 1908	233,468	220,494	23,699	79,453
1909	236,534	235,402	24,573	82,377
1910	240,293	240,831	25,354	85,582
1911	243,979	246,238	27,612	88,974
1912	246,777	249,852	29,367	92,019
1913	249,777	253,470	30,827	95,211
1914	252,105	256,547	32,376	98,285
1915	253,789	257,569	33,662	99,910
1916	254,251	259,211	33,864	101,869
Dec. 31, 1916	254,037	259,705	34,325	102,984
1917	253,626	259,705	35,066	105,582
1918	254,910	258,959	35,764	107,406

[1] Includes mileage of some small companies that do not make annual reports to the commission.

TABLE II.—*Equipment of steam roads in service at the close of each year, 1908–1918.*[1]

Year ended—	Number of locomotives.	Average tractive capacity.	Number of freight cars.	Average capacity.	Number of passenger-train cars.
		Pounds.		*Tons.*	
June 30, 1908	57,698	26,356	2,100,784	34.9	45,292
1909	58,219	26,601	2,086,835	35.3	45,664
1910	60,019	27,282	2,148,478	35.9	47,179
1911	62,463	28,291	2,208,997	36.9	49,906
1912	63,463	29,049	2,229,163	37.4	51,583
1913	65,597	30,258	2,298,478	38.3	52,717
1914	67,012	31,006	2,349,734	39.1	54,492
1915	66,502	31,501	2,341,567	39.7	55,810
1916	65,314	32,380	2,313,378	40.5	54,774
Dec. 31, 1916	65,595	32,840	2,329,475	40.9	55,193
1917	66,070	33,932	2,379,472	41.5	55,939
1918	65,864	34,469	2,380,899	41.5	56,562

[1] The figures relating to the number of locomotives and cars as published have been adjusted to cover all operating roads each year, but the figures showing average tractive capacity of locomotives and average capacity of freight cars are as published in the Statistics of Railways. The fact that the same classes of roads have not been covered each year affects these averages only slightly.

TABLE III.—*Transportation service performed by steam roads, 1908–1918, excluding switching and terminal companies.*

Year ended—	Tons of freight originating.	Number of ton-miles of revenue freight.	Number of loaded freight-car miles.	Number of passengers carried.	Number of passenger-miles.
		Millions.	*Millions.*	*Millions.*	*Millions.*
June 30, 1908	869,797,510	218,382	11,128	890	29,083
1909	881,334,355	218,803	11,361	891	29,109
1910	1,026,491,782	255,017	12,851	972	32,338
1911	1,003,053,893	253,784	12,859	997	33,202
1912	1,031,206,606	264,081	13,088	1,004	33,132
1913	1,182,547,672	301,730	14,292	1,044	34,673
1914	1,129,992,223	288,637	13,688	1,063	35,357
1915	1,023,802,680	277,135	13,111	986	32,475
1916	1,262,862,624	343,477	15,343	1,015	34,309
Dec. 31, 1916	1,317,245,556	366,174	16,042	1,049	35,220
1917	1,382,004,576	398,263	16,088	1,110	40,100
1918	1,387,761,953	403,774	15,163	1,124	43,221

TABLE IV.—*Reported property investment and railway operating income, 1908–1918, excluding switching and terminal companies.*

Year ended—	Investment.	Railway operating income.	Return on investment.[1]
			Per cent.
June 30, 1908	$13,213,766,540	$645,680,235	4.89
1909	13,609,183,515	732,642,083	5.38
1910	14,557,816,099	826,466,756	5.68
1911	15,612,378,845	768,213,345	4.92
1912	16,004,744,966	751,266,806	4.69
1913	16,588,603,109	831,343,282	5.01
1914	17,153,785,568	705,883,489	4.12
1915	17,441,420,382	727,546,101	4.17
1916	17,689,425,438	1,043,017,290	5.90
Dec. 31, 1916	17,842,776,668	1,100,545,422	6.17
1917	18,574,297,873	986,819,181	5.31
1918	19,005,065,288	728,376,209	3.83

[1] These percentages differ somewhat from those shown on page 37 of this Commission's Thirty-first Annual Report, partly owing to adjustments made in the interest of comparability of the various years and partly owing to the fact that per mile of line figures are not used here.

Investment for 1910 as heretofore published has been increased by 170 millions, estimated reserve for accrued depreciation, to make totals comparable with those for other years.

TABLE V.—*Railway capital actually outstanding and net income, 1908–1918, excluding switching and terminal companies.*

Year ended—	Total railway capital.	Funded debt.	Stock.	Ratio of debt to capital.	Net income.	Ratio of net income to stock.
				Per cent.		*Per cent.*
June 30, 1908	$16,198,731,489	$8,897,992,216	$7,300,739,273	54.9	$443,986,915	6.08
1909	16,992,530,340	9,380,119,114	7,612,411,226	55.2	441,062,743	5.79
1910	17,774,426,871	9,763,696,861	8,010,730,010	54.9	583,191,124	7.28
1911	18,437,820,946	10,074,545,054	8,363,275,892	54.6	547,280,771	6.54
1912	18,989,345,476	10,436,898,200	8,552,447,276	55.0	453,125,324	5.30
1913	19,028,535,973	10,428,543,119	8,599,992,854	54.8	544,201,074	6.33
1914	19,401,083,881	10,746,868,639	8,654,215,242	55.4	395,631,642	4.57
1915	19,719,893,944	11,084,574,576	8,635,319,368	56.2	354,786,729	4.11
1916	19,681,193,092	10,938,086,453	8,743,106,639	55.6	671,398,243	7.68
Dec. 31, 1916	19,630,610,082	10,875,206,565	8,755,403,517	55.4	735,341,165	8.40
1917	19,764,941,991	10,761,145,441	9,003,796,550	54.5	658,224,696	7.31
1918	19,497,294,367	10,638,614,968	8,858,679,399	54.6	454,211,687	5.13

TABLE VI.—*Capital stock and dividends, 1908–1918.*

Year ended—	Proportion of stock paying dividends.	Amount of dividends.	Average rate on—	
			Dividend-paying stock.	All stock.
	Per cent.		*Per cent.*	*Per cent.*
June 30, 1908	65.69	$390,695,351	8.07	5.30
1909	64.01	321,071,626	6.53	4.18
1910	66.71	405,771,416	7.50	5.00
1911	67.65	460,195,376	8.03	5.42
1912	64.73	400,315,313	7.17	4.64
1913	66.14	369,077,546	6.37	4.22
1914	64.39	451,653,346	7.97	5.13
1915	60.45	328,477,938	6.29	3.80
1916	60.38	342,109,396	6.48	3.91
Dec. 31, 1916	62.02	366,561,494	6.75	4.19
1917	63.32	381,851,548	6.81	4.24
1918	57.83	338,683,081	6.61	3.82

TABLE VII.—*Carload, trainload, and density of traffic, 1908–1918.*

Year ended—	Tons per loaded freight car.	Tons per freight train.	Passengers per car.	Passengers per train.	Ton-miles per mile of road.	Passenger miles per mile of road.
June 30, 1908 [1]	19.62	352	16	54	974,654	130,073
1909 [1]	19.26	363	15	54	953,986	127,299
1910 [1]	19.84	380	16	56	1,071,086	138,169
1911 [1]	19.74	383	16	55	1,053,566	139,191
1912 [1]	20.18	407	15	53	1,078,580	136,699
1913 [2]	21.11	445	15	55	1,245,158	143,067
1914 [2]	21.09	452	15	56	1,176,923	144,278
1915 [2]	21.15	474	15	53	1,121,059	131,165
1916 [2]	22.40	535	15	55	1,380,349	137,818
Dec. 31, 1916 [2]	22.83	550	15	56	1,470,274	141,305
1916 [3]	22.84	560	16	57	1,569,084	149,795
1917 [3]	24.77	597	17	65	1,698,825	170,088
1918 [3]	26.66	621	20	76	1,715,780	182,886

[1] Class I, Class II and Class III roads. [2] Class I and Class II roads. [3] Class I roads only.

TABLE VIII.—*Relation of labor compensation to total operating expenses and to traffic, 1908–1918.*

Year ended—	Railway operating expenses.	Operating expenses per ton-mile.[1]	Compensation paid to employees.[2]		
			Total.	Per cent of operating expenses.	Per ton-mile.[1]
		Mills.			*Mills.*
June 30, 1908	$1,710,401,791	5.596	$1,035,437,528	60.54	3.388
1909	1,650,034,204	5.390	988,323,694	59.90	3.228
1910	1,881,879,118	5.346	1,143,725,306	60.78	3.249
1911	1,976,331,864	5.593	1,208,466,470	61.15	3.420
1912	2,035,057,529	5.599	1,252,347,697	61.54	3.445
1913	2,249,277,937	5.544	1,381,334,368	61.41	3.404
1914	2,279,408,486	5.775	1,381,117,292	60.59	3.499
1915	2,088,682,956	5.676	1,242,319,254	59.48	3.317
1916	2,277,202,278	5.101	1,403,968,437	61.65	3.145
Dec. 31, 1916	2,426,250,521	5.142	1,506,960,995	62.11	3.194
1917	2,906,283,165	5.605	1,783,214,071	61.36	3.439
Dec. 31, 1917[3]	2,829,325,124	5.516	1,739,482,142	61.48	3.391
1918[3]	[4] 3,971,810,155	7.516	[5] 2,606,284,245	65.62	4.932

[1] Including passenger-miles reduced to a ton-mile basis. Mail and express traffic not included in ton-miles.
[2] The compensation is the total pay roll as reported. The proportions chargeable to operating expenses and to capital account, respectively, can not be distinguished.
[3] Class I roads only.
[4] Excludes expenses of companies whose properties are under Federal control.
[5] Excludes compensation of corporate organizations whose properties are under Federal control.

TABLE IX.—*Railway operating revenues and average receipts per ton, per ton-mile, per passenger, and per passenger-mile, 1908–1918.*

Year ended—	Railway operating revenues.[1]	Average amount received for each ton originated.[1]	Average receipts per ton per mile.[2]	Average receipts per passenger.[2]	Average receipts per passenger-mile.[2]
			Cents.		*Cents.*
June 30, 1908	$2,440,638,832	$1.903	0.754	$0.634	1.937
1919	2,473,205,301	1.903	.763	.631	1.928
1910	2,812,141,575	1.876	.753	.646	1.938
1911	2,852,854,721	1.920	.757	.658	1.974
1912	2,906,415,869	1.909	.744	.657	1.987
1913	3,208,647,370	1.869	.729	.672	2.008
1914	3,126,520,234	1.881	.733	.664	1.982
1915	2,956,193,202	1.991	.732	.659	1.985
1916	3,472,641,941	1.955	.716	.682	2.006
Dec. 31, 1916	3,691,065,217	1.997	.715	.692	2.046
Dec. 31, 1916—Class I roads only			.707	.702	2.042
1917	4,115,413,057	2.096	.715	.773	2.090
1918	4,985,169,944	2.539	.859	.950	2.416

[1] Roads of Classes I, II, and III.
[2] Roads of Classes I, II, and III for years 1908 to 1912, inclusive; Classes I and II for years 1913 to Dec. 31, 1916. The figures for 1917 and 1918 are for Class I roads. To show the effect of the latter change in method of compilation, the figures for the last three columns are given in two ways for the calendar year 1916.

APPENDIX D.

POINTS DECIDED BY THE COMMISSION IN REPORTED CASES, WITH INDEX OF POINTS DECIDED AND TABLE OF CASES.

POINTS DECIDED IN REPORTED CASES.

Zelnicker Supply Co. v. *C. & N. W. Ry. Co.* (51 I. C. C., 90.)

1. Rate legally applicable on old rails, in carloads, from Pentoga, Mich., to East St. Louis, Ill., not shown to have been unreasonable. Complaint dismissed.

Martin Brokerage Co. v. *S. P. Co.* (51 I. C. C., 91.)

2. Rate on celery, in carloads, from Antioch, Cal., to Portland, Oreg., found to have been justified, but the minimum weight of 24,000 pounds applied on certain shipments held to have been unreasonable to the extent that it exceeded 20,000 pounds. Reparation awarded.

Weil v. *C., M. & St. P. Ry. Co.* (51 I. C. C., 95.)

3. Rates on stock cattle, in carloads, from Sioux City, Iowa, to certain points in Kentucky not shown to have been unreasonable or otherwise in violation of the act. Complaints dismissed.

Inland Steel Co. v. *I. H. B. R. R. Co.* (51 I. C. C., 97.)

4. Rate on plain sheet steel, in carloads, from Indiana Harbor, Ind., to Phœnix, Ariz., found to have been unreasonable. Reparation awarded.

Good-Hopkins Lumber Co. v. *G. N. Ry. Co.* (51 I. C. C., 99.)

5. Charges on two carloads of pine lumber from Wahkiakus, Wash., to Vandalia and Dodson, Mont., not shown to have been unreasonable or unjustly discriminatory. Complaint dismissed.

Central Foundry Co. v. *L. & N. R. R. Co.* (51 I. C. C., 101).

6. Rate on cast-iron pipe, in carloads, from Holt, Ala., to Seattle, Wash., found to have been unduly prejudicial but not shown to have been unreasonable. Reparation denied for want of proof of damage and complaint dismissed.

Michel Brewing Co. v. *C., M. & St. P. Ry. Co.* (51 I. C. C., 103.)

7. Rate on cereal beverages, carbonated, nonalcoholic, in carloads from La Crosse, Wis., to Sioux Falls, S. Dak., not shown to have been or to be unreasonable but found to be unduly prejudicial as compared with the rates contemporaneously in effect on the same commodities from Milwaukee, Wis., and St. Louis, Mo., to the same destination. Reparation denied and complaint dismissed.

Cape Girardeau Commercial Club v. *I. C. R. R. Co.* (51 I. C. C., 105.)

8. The fact that a carrier subject to the act to regulate commerce and a city served by it have contracted, in consideration of the grant of certain privileges by the city to the carrier, for the maintenance of a definite rate on coal moving interstate commerce, lower than a rate afterwards established by the carrier in the manner provided by the act, does not authorize the Commission in testing the reasonableness of the later and higher rate to apply considerations other than those which would generally be applicable.

9. Increased rate on bituminous coal, in carloads, from mines in the southern Illinois coal fields located on the Illinois Central and the Chicago & Eastern Illinois railroads to Cape Girardeau, Mo., found justified. Complaints dismissed.

Russian Poultry & Egg Co. v. *St. L. & S. F. R. R. Co.* (51 I. C. C., 108.)

10. Rates on eggs and live poultry, in carloads, from Muskogee, Okla., to Chicago, Ill., St. Louis, Mo., and certain other points found unduly prejudicial as compared with the rates contemporaneously maintained on like traffic from Fayetteville, Ark., and other points to the same destinations. Complaints not shown to have been damaged and reparation denied. Complaint dismissed.

Barteldes Seed Co. v. *A., T. & S. F. Ry. Co.* (51 I. C. C., 111.)

11. Rates on Sudan grass seed, in carloads, from certain points on the Panhandle & Santa Fe Railway in Texas to Oklahoma City, Okla., Lawrence and Atchison, Kans., and Kansas City, Mo., found to have been legally applicable and not shown to have been unreasonable except from Lubbock, Tex., to Kansas City. Reparation awarded.

Ruddock Orleans Cypress Co. v. *A., T. & S. F. Ry. Co.* (51 I. C. C., 114.)

12. Rate on lumber, in carloads, from New Orleans, La., to Windom, Kans., not shown to have been unreasonable or unjustly discriminatory. Complaint dismissed.

Swift & Co. v. *G. N. Ry. Co.* (51 I. C. C., 115.)

13. Rate on sulphate of potash, in carloads, from Seattle, Wash., to East St. Louis, Ill., found to have been unreasonable. Reparation awarded.

Herrmann & Co. v. *N. Y., N. H. & H. R. R. Co.* (51 I. C. C., 118.)

14. Rate on spent iron mass (spent oxide) in carloads, from Lynn, Lowell, Malden, Boston, Charlestown, Natick, and Milford, Mass., to Elizabethport, N. J., not shown to have been unreasonable. Complainants not shown to have been damaged by the undue prejudice alleged.

15. Rate legally applicable on the same commodity from Cambridge, Mass., to Elizabethport, N. J., found to have been unreasonable. Reparation awarded.

Loyd v. *A. & C. R. R. Co.* (51 I. C. C., 121.)

16. Rates on lumber in carloads from West, N. C., to Richmond, Va., and various points in trunk line territory found to have been unreasonable and unduly prejudicial. Reparation awarded.

Felder v. *S. Ry. Co.* (51 I. C. C., 124.)

17. Charges legally applicable on feldspar, in carloads, from East Point and Atlanta, Ga., to Durham and Winston-Salem, N. C., not shown to have been unreasonable. Complaint dismissed.

Romann & Bush Pig Iron & Coke Co. v. *L. & N. R. R. Co.* (51 I. C. C., 126.)

18. Tariff rule of defendants providing for the assessment of freight charges on coke in carloads from Birmingham, Ala., to Santa Ana and Los Alamitos, Cal., on basis of weights obtained at point of origin, found to have been and to be unreasonable.

19. Weighing and reweighing rules in substantial conformity with the "National Code of Rules Governing the Weighing and Reweighing of Carload Freight," prescribed in connection with shipments of coke, in carloads, from Benham, Ky., to Santa Ana and Los Alamitos. Charges assessed on shipments from and to those points found to have been based on excessive weights and reparation awarded.

Bath & Co. v. *F. W. & R. G. Ry. Co.* (51 I. C. C., 129.)

20. Switching charges at Fort Worth, Tex., on certain carloads of cotton shipped to that point from various points in Texas, there compressed and subsequently reshipped to certain interstate and foreign destinations, not shown to have been unreasonable or unduly prejudicial. Complaint dismissed.

Simonds Mfg. Co. v. *A., T. & S. F. Ry. Co.* (51 I. C. C., 131.)

21. Rate on saws, in carloads, from San Francisco, Cal., to Chicago, Ill., found to have been unreasonable. Reparation awarded.

Zelnicker Supply Co. v. *T. & O. C. Ry. Co.* (51 I. C. C., 133.)

22. Charges legally applicable on old rails from Bowling Green, Ohio, to Hudson, N. Y., not shown to have been unreasonable. Shipment found to have been overcharged and reparation awarded.

U. S. Gypsum Co. v. *F. D., D. M. & S. R. R. Co.* (51 I. C. C, 135.)

23. Rate on gypsum rock, in carloads, from Fort Dodge, Iowa, to Prospect Hill, Mo, not shown to have been unreasonable or otherwise in violation of the act. Complaint dismissed.

Locust Mountain Coal Co. v. *L. V. R. R. Co.* (51 I. C. C., 137.)

24. Following *Delaware, Lackawanna & Western Coal Co.* v. *R. R. Co.*, 46 I. C. C., 506, reparation denied on shipments of anthracite coal, in carloads, from Shenandoah, Pa., to Perth Amboy, N. J., for transshipment. Complaint dismissed.

Moreno-Burkham Construction Co. v. *I. C. R. R. Co.* (51 I. C. C., 138.)

25. Rate on a contractor's outfit, in carloads, from McComb, Miss., to Walnut Ridge, Ark., not shown to have been unreasonable. Complaint dismissed.

Standard Oil Co. v. *N. Y. C. R. R. Co.* (51 I. C. C., 140.)

26. Rates on petroleum refined oil, in tank-car loads, from Franklin, Pa., to certain points in Kentucky found to have been unreasonable. Reparation awarded.

27. Fourth section relief denied.

Delaware Punch Co. v. *I. & G. N. Ry. Co.* (51 I. C. C., 143.)

28. Reparation on less-than-carload shipments of Delaware punch sirup from San Antonio, Tex., to various interstate destinations denied. Complaint dismissed.

Schwartz v. *St. L.-S. F. Ry. Co.* (51 I. C. C., 145.)

29. Rates applied by defendants on two carloads of old boiler flues and scrap boiler plate from Port Arthur, Tex., to St. Louis, Mo., found to have been legally applicable. Complaint dismissed.

International Molasses Co. v. *M. L. & T. R. R. & S. S. Co.* (51 I. C. C., 147.)

30. Five tank-car loads of imported blackstrap molasses from Harvey, La., to St. Louis, Mo., and East St. Louis, Ill., found to have been misrouted. Reparation awarded.

Advance Lumber Co. v. *S. A. L. Ry. Co.* (51 I. C. C., 149.)

31. Charges on pine lumber, in carloads, from Coal City, Ala., to Cairo, Ill., diverted to Carpenter, Ill., and subsequently to Toledo, Ohio, found to have been unreasonable. Reparation awarded.

Empire Refineries v. *St. L.-S. F. Ry. Co.* (51 I. C. C., 151.)

32. Rate on fuel oil, in tank-car loads, from Okmulgee, Okla., to Kenedy, Tex., found to have been unreasonable. Reparation awarded.

Wilson & Co. v. *C., C., C. & St. L. Ry. Co.* (51 I. C. C., 153.)

33. Charges on meat in peddler cars, in less than carloads, from Chicago to certain points in Indiana and Ohio found to have been unreasonable. Reparation awarded.

St. Matthews Produce Exch. v. *L. & N. R. R. Co.* (51 I. C. C., 155.)

34. Rates effective during July, August, and September, 1915, on onions and potatoes, in carloads, in sacks, bulk, or barrels, from St. Matthews and O'Bannon, Ky., to points in southeastern and Mississippi Valley territories found justified, and from Lyndon and Glenarm, Ky., not shown to have been unreasonable, unduly prejudicial or unjustly discriminatory. Complaint dismissed.

Loretz, Pegram & Co. v. *S. P. Co.* (51 I. C. C., 158.)

35. Refrigeration charges on a carload of peaches from El Paso, Tex., to Globe, Ariz., not shown to have been unreasonable. Complaint dismissed.

Dewey Bros. Co. v. *S. Ry. Co.* (51 I. C. C., 160.)

36. Rate on distillers' dried grain in carloads from Louisville, Ky., to Alexandria, Va., not shown to have been unreasonable. Complaint dismissed.

International Purchasing Co. v. *A., C. & Y. Ry. Co.* (51 I. C. C., 163.)

37. Sixth-class rating on paper makers' fibers, comprising waste paper, rags, jute waste, flax mill sweepings, old bagging (cut in pieces), rope mill sweepings, and junk (old rope and cordage) in carloads from and to certain points in official classification territory not shown to have been unreasonable. Complaint dismissed.

Providence Fruit & Produce Exch. v. *American Express Co.* (51 I. C. C., 167.)

38. Express rates on strawberries, in carloads, from Independence, La., Jackson, Miss., and Ripley, Tenn., to Providence, R. I., found to have been unreasonable. Reparation awarded.

Moore Stave Co. v. *C. of Ga. Ry. Co.* (51 I. C. C., 170.)

39. Storage charges collected on 12,900 pounds of staves at Andalusia, Ala., found to have been unauthorized. Reparation awarded.

Virginia-Carolina Chemical Co. v. *M. C. R. R. Co.* (51 I. C. C., 172.)

40. Rate on cyanamid, in carloads, from Niagara Falls, Ontario, to Dothan, Ala., found to have been unreasonable. Reparation awarded.

Nichols & Cox Lumber Co. v. *N. Y. C. R. R. Co.* (51 I. C. C., 174.)

41. Transportation and demurrage charges collected on a carload of gum lumber from Helena, Ark., to Medina, N. Y., found to have been illegal. Reparation awarded.

Bowman & Co. v. *C., R. I. & P. Ry. Co.* (51 I. C. C., 177.)

42. Rates on eggs in carloads from interior Iowa points to Chicago, Ill., and to points east of the Indiana-Illinois state line found to have been unreasonable. Reparation awarded.

American Refining Co. v. *St. L.-S. F. Ry. Co.* (51 I. C. C., 179.)

43. Rate on fuel oil in carloads from Okmulgee, Okla., to Byrd, Tex., found to have been unreasonable to the extent that it exceeded the aggregate of the intermediate rates contemporaneously in effect to and from San Antonio, Tex. Reparation awarded.

American Bridge Co. v. *N. Y., N. H. & H. R. R. Co.* (51 I. C. C., 181.)

44. Charges legally applicable on rubber glass in carloads from Ashland, Mass., to Miami, Ariz., found to have been unreasonable. Reparation awarded.

Fechheimer Steel & Iron Co. v. *P. R. R. Co.* (51 I. C. C., 183.)

45. Five carloads of scrap iron from Rahway, N. J., to Lebanon, Pa., not found to have been misrouted; and the rate charged over the route of movement not shown to have been unreasonable or unjustly discriminatory. Complaint dismissed.

Sunderland Bros. Co. v. *C., B. & Q. R. R. Co.* (51 I. C. C., 185.)

46. Rate on crushed stone, in carloads, from Louisville, Nebr., to Haynies, Iowa, found to have been unreasonable. Reparation awarded.

American Sheet & Tin Plate Co. v. *N. Y. C. R. R. Co.* (51 I. C. C., 187.)

47. Rates on dolomite, in carloads, from Natural Bridge and Benson Mines, N. Y., to Vandergrift, Pa., found to have been unreasonable. Reparation awarded.

Pease Grain & Seed Co. v. *C., R. I. & P. Ry. Co.* (51 I. C. C., 189.)

48. Charges on two carloads of millet seed from Kanorado and Selden, Kans., to St. Louis, Mo., cleaned in transit at Beatrice, Nebr., found to have been unlawful and unreasonable. Reparation awarded.

Davis Sewing Machine Co. v. *P., C., C. & St. L. R. R. Co.* (51 I. C. C., 191.)

49. Demurrage charges collected at Dayton, Ohio, for the detention of interstate carload shipments found to have been legally applicable and not shown to have been unreasonable or unjustly discriminatory. Complaint dismissed.

Barber & Co. v. *C., C., C. & St. L. Ry. Co.* (51 I. C. C., 194.)

50. Demurrage and track-storage charges at New York, N. Y., on a part carload of machinery from Springfield, Ohio, found legally applicable and not shown to have been unreasonable or otherwise in violation of the act. Complaint dismissed.

Syracuse Chamber of Commerce v. *N. Y. C. R. R. Co.* (51 I. C. C., 197.)

51. Rates legally applicable on red oil, in carloads, from Syracuse, N. Y., to Lodi and Hawthorne, N. J., not shown to have been unreasonable. Complaint dismissed.

United Lumber Co. v. *U. & N. F. Ry. Co.* (51 I. C. C., 199.)

52. Rates on lumber and forest products, in carloads, from Humbert, Pa., to various interstate destinations found to have been justified. Complaint dismissed.

Reed Tobacco Co. v. *C. & O. Ry. Co.* (51 I. C. C., 201.)

53. Rate on cigarettes, in less than carloads, from Richmond, Va., to Seattle, Wash., not shown to have been unreasonable. Complaint dismissed.

Kentucky Lumber Co. v. *St. L.-S. F. Ry. Co.* (51 I. C. C., 203.)

54. Rate charged on a carload of lumber from Sulligent, Ala., to Cynthiana, Ky., found to have been unreasonable. Reparation awarded.

Carr v. *C., M. & St. P. Ry. Co.* (51 I. C. C., 205.)

55. Charges legally applicable on a carload of emigrant movables, including live stock, from Waucoma, Iowa, to Midland, S. Dak., found to have been unreasonable. Reparation awarded.

56. Rules in the western classification under which the rates on emigrant movables, including live stock, are made dependent upon or varying with the value of ordinary live stock, declared in writing by the shipper, found to be unlawful.

Ky. Peerless Distilling Co. v. *L., H. & St. L. Ry. Co.* (51 I. C. C., 209.)

57. Minimum weight on alcohol, in tank-car loads, from Henderson, Ky., to Mount Union and Emporium, Pa., not shown to have been unreasonable. Complaint dismissed.

N. W. Trading Co. v. *Adams Express Co.* (51 I. C. C., 211.)

58. Express charges on horses, in carloads, from Pittsburgh, Pa., to Jersey City, N. J., not shown to have been unreasonable. Complaint dismissed.

Higgins Lumber & Export Co. v. *N. O. G. N. R. R. Co.* (51 I. C. C., 214.)

59. In January, 1917, three carloads of lumber billed to Herrick, Ill., were forwarded from points in Louisiana. They were held at Ramsey, Ill., on the tracks of the Toledo, St. Louis & Western Railroad for reconsignment. Orders to reconsign them to Toronto, Canada, were furnished by complainant within the free time allowed for that purpose. That carrier refused to reconsign these shipments, alleging as a reason for its refusal that Toronto was under an embargo. Demurrage was collected for the time these shipments were held at Ramsey, although the demurrage tariff contained no provisions for such charges. Reparation awarded.

Springfield Milling Co. v. *C. & N. W. Ry. Co.* (51 I. C. C., 216.)

60. Rates for the transportation of flour-mill products from Springfield, Minn., to points in Illinois, west of De Kalb, Ill., and to points in Iowa not shown to be unreasonable, nor their relationship to rates from New Ulm and other points in Minnesota to be improper.

Phoenix Chair Co. v. *C. & N. W. Ry. Co.* (51 I. C. C., 218.)

61. Charges on a shipment of chair, s. u. and k. d., from Sheboygan, Wis., to Los Angeles, Calif., found to have been illegal. Reparation awarded.

Bonners Ferry Lumber Co. v. *G. N. Ry. Co.* (51 I. C. C., 221.)

62. Rates on lumber, in carloads, from Bonners Ferry and Coeur d'Alene, Idaho, to certain destinations in Montana and North Dakota justified. Complaint dismissed.

Friedman Mfg. Co. v. *W. P. R. R. Co.* (51 I. C. C., 225.)

63. Rate on mustard seed oil, in carloads, from San Francisco, Calif., to Chicago, Ill., found to have been unreasonable. Reparation awarded.

Callaway Fuel Co. v. *C. M. & St. P. Ry. Co.* (51 I. C. C., 227.)

64. Upon complaint of the exaction of illegal and unreasonable charges due to failure of defendants to hold at Ludington, Mich, a carload of coal from Lilly, Pa., consigned to Elm Grove, Wis., and subsequently reconsigned to North Milwaukee, Wis.; *Held*, That defendants acted within their rights and that the charges were legally assessed and are not shown to have been unreasonable.

Hercules Powder Co. v. *C. G. W. R. R. Co.* (51 I. C. C., 230.)

65. Rates on toluol, in tank-car loads, from Milwaukee, Wis., and certain other eastern points to Hercules, Calif., found to have been unreasonable. Reparation awarded.

Armour & Co. v. *D. & R. G. R. R. Co.* (51 I. C. C., 233.)

66. Rate of sulphate of potash, in carloads, from Marysvale, Utah, to New Orleans, La., for export, found to have been unreasonable. Reparation awarded.

American Cyanamid Co. v. *M. C. R. R. Co.* (51 I. C. C., 236.)

67. Rates on cyanamid, in carloads, from Niagara Falls, Ontario, to Shreveport, La., and other points in the south found to have been illegal in some instances and unreasonable in others. Reparation awarded.

Portage Silica Co. v. *Erie R. R. Co.* (51 I. C. C., 241.)

68. Rates on sand and gravel, in carloads, from Phalanx and Geauga, Ohio, to points in the Pittsburgh, Pa., district found justified. Complaints dismissed.

Armour & Co. v. *B. & A. R. R. Co.* (51 I. C. C., 244.)

69. Charges collected on dressed beef, in carloads, from certain points in Illinois, Kansas, Texas, Missouri, Nebraska, Iowa, and Canada to Boston, Mass., there stored, and subsequently exported to France, not shown to have been illegal or unreasonable but found to have been unduly prejudicial. Reparation denied and complaint dismissed.

Cincinnati Grain & Hay Co. v. *P., C., C. & St. L. R. R. Co.* (51 I. C. C., 248.)

70. Rate on bulk shelled corn, in carloads, from Rushville, Ind., to Pocahontas, Va., and reconsigned to Baltimore, Md., for export, found to have been unreasonable. Reparation awarded.

Willamette Valley Lumbermen's Asso. v. *S. P. Co.* (51 I. C. C., 250.)

71. Rates charged for the transportation of lumber and forest products from certain points in the Willamette Valley in Oregon to various points in the states of Montana, Wyoming, North Dakota, South Dakota, Nebraska, Minnesota, Wisconsin, and Michigan, and in the provinces of Manitoba and Saskatchewan, Canada, found to be relatively unreasonable and unjust and unduly prejudicial to the extent they exceed the rates contemporaneously maintained from the coast group, including Portland, Oreg., to the same destinations, and defendants required to establish joint rates on the basis specified.

Increase in Express Rates. (51 I. C. C., 263.)

72. At his request, made under section 8 of the federal control act, certain data and recommendations regarding a proposed increase in express rates reported upon for the Director General of Railroads.

Standard Time Zone Investigation. (51 I. C. C., 273.)

73. Limits of Eastern, Central, Mountain, and Pacific standard time zones defined, as required by an act of Congress entitled "An act to save daylight and to provide standard time for the United States," approved March 19, 1918.

Smith Cotton Product Co. v. *L. & N. R. R. Co.* (51 I. C. C., 311.)

74. Rate on uncompressed cotton in bales from New Orleans, La., to Sweetwater, Tenn., found to have been unreasonable. Reparation awarded.

Midland Coal Co. v. *St. L. & S. F. R. R. Co.* (51 I. C. C., 313.)

75. Rate charged for the transportation of a carload of coal from Liberal, Mo., to Burlington, Kans., found to have been unreasonable to the extent that it exceeded the rate of $1.10 contemporaneously applied from other mines in the same locality to the same destination. Reparation awarded.

McGowan-Foshee Lumber Co. v. *F., A. & G. R. R. Co.* (51 I. C. C., 317.)

76. Reasonable division to the Florida, Alabama & Gulf Railroad Company out of joint rates prescribed on yellow-pine lumber, in carloads, from Falco, Ala., to destinations on and north of the Ohio River and to points on the Louisville & Nashville Railroad in Tennessee and Kentucky, found to be 3 cents per 100 pounds.

Philadelphia Hay and Straw Deliveries. (51 I. C. C., 324.)

77. Proposed withdrawal of the facilities of the Keystone Elevator & Warehouse Company at North Philadelphia, Pa., as a delivery point for hay and straw found justified. Order of suspension vacated.

Mayfield & Graves County Com. Cl. v. *A. & V. Ry. Co.* (51 I. C. C., 326.)

78. Rates on cotton factory products from points in Carolina, southeastern, and interior Mississippi Valley territories to Mayfield, Ky., not shown to have been unreasonable but found to have been unduly prejudicial in Mayfield.

79. Fourth section matters not determined upon the record in this case.

Aurora, Elgin & Chicago R. R. Co. v. *I. H. B. R. R. Co.* (51 I. C. C., 331.)

80. Defendant's charges for switching cars to and from the point of connection between its line and complainant's, at Bellewood, Ill., not found to be unreasonable, unjustly discriminatory, or unduly prejudicial. Complaint dismissed.

Starks Co. v. *C. & N. W. Ry. Co.* (51 I. C. C., 335.)

81. Charge of $5 per car per trip for use of refrigerator or other insulated cars loaded with potatoes at Wisconsin points for interstate shipment found to have been legally applicable between April 15 and July 1, 1915, under agent Boyd's tariff, I. C. C. No. A–274, and between April 15 and August 1, 1915, under agent Boyd's I. C. C. No. A–590, but not applicable between those periods, respectively, and October 15, 1915. Complaint dismissed.

Jones & Dunn v. *St. L., I. M. & S. Ry. Co.* (51 I. C. C., 339.)

82. Complaint alleging that rates on hardwood lumber in carloads from Jennie, Ark., to Thebes, Ill., and points beyond in central freight association territory are unreasonable, unjustly discriminatory, and unduly prejudicial, dismissed.

Empress Coal Co. v. *O.-W. R. R. & Nav. Co.* (51 I. C. C., 345.)

83. Rates on coal in carloads from Empress mine, Wash., to Portland, Oreg., and certain other points in Oregon, not found unduly prejudicial.

Kaw River Sand & Material Co. v. *A., T. & S. F. Ry. Co.* (51 I. C. C., 350.)

Upon complaint that charges of defendants for transportation of sand in carloads from complainant's plant at Turner on the line of the Atchison, Topeka & Santa Fe, 1½ miles west of the Kansas City., Mo.-Kans., switching limits, to points within 150 miles of Kansas City, on lines of defendants other than the Santa Fe, are unreasonable and unduly prejudical; *Held:*

84. Defendants, by maintaining a basis of charges from producing points at which complainant's competitors are located, within or adjacent to the Kansas City switching district, to points on defendants' lines within 150 miles from Kansas City, lower than they contemporaneously maintain from Turner, unduly and unreasonably prejudice the complainant and unduly and unreasonably prefer its said competitors.

85. Defendants by maintaining a basis of charges from complainant's plant on shipments to points on lines other than the Santa Fe, higher than they contemporaneously maintain on shipments from that plant to points on the Santa Fe, unduly and unreasonably prejudice complainant.

86. The undue prejudice ordered removed.

Johnston v. *A., T. & S. F. Ry. Co.* (51 I. C. C., 356.)

87. Rates on hides, wool, and tallow, in less than carloads, from certain points in Oklahoma and Texas to Wichita, Kans., not shown unjustly discriminatory, unduly prejudical, or unreasonable, except in cases where the through rates exceeded the aggregates of the intermediate rates contemporaneously in effect over the routes of movement. In such cases reparation awarded.

88. Rates on hides, wool, and tallow, in less than carloads, from certain points on St. Louis-San Francisco Railway in Oklahoma to Wichita found unreasonable to the extent that they exceeded the rates formerly in effect. Reparation awarded.

89. Authority granted the Chicago, Rock Island & Pacific Railway Company under the fourth section of the act to maintain rates on the commodities mentioned from Ardmore, Okla., to Wichita the same as those contemporaneously in effect over the direct line of the Atchison, Topeka & Santa Fe Railway, and to maintain higher rates from intermediate points east and south of Stuart, Okla., subject to certain conditions. Other fourth section relief denied.

Rice Potato Co. v. *B. & O. R. R. Co.* (51 I. C. C., 364.)

90. Through rates on potatoes, in carloads, from Rice, Minn., to certain destinations, which exceeded and exceed the aggregate of intermediate rates contemporaneously maintained, found unreasonable and illegal.

91. Carload potato rates from Rice to certain destinations found unduly prejudicial to complainant and reparation awarded.

92. Fourth section relief denied.

Darby Coal Sales Co. v. *C. & O. Ry. Co.* (51 I. C. C., 370.)

93. Complainant not found to have been damaged by the maintenance of a lower rate from Elkhorn and Beaver Valley branch of the Big Sandy division

of the Chesapeake & Ohio Railway to Newport News, Va., on coal for transshipment by water to points outside the Virginia capes than was contemporaneously maintained from Harold and Pikeville, Ky. Complaint dismissed.

Lay v. *American Express Co.* (51 I. C. C., 373.)

94. Defendants threatened to withdraw certain cars from the service of shippers engaged in the live-fish business and the shippers applied to the courts and secured injunctions enjoining the respondents, defendants herein, from so doing. Upon complaint praying this Commission to require defendants to cease and desist from taking the cars and to order the defendants to continue to provide such cars: *Held*, That as it does not appear that defendants have actually violated any provision of the act to regulate commerce, the complaint must be dismissed.

Metropolis Commercial Club v. *I. C. R. R. Co.* (51 I. C. C., 376.)

Upon complaint attacking the rates on logs, lumber, and various lumber commodities specified in the complaint taking the same rates from producing points in the states of Louisiana, Arkansas, Texas, and Oklahoma to Metropolis, Ill.; *Held:*

95. That the rates in effect prior to June 25, 1918, were unreasonable and unduly prejudicial to the extent that they exceeded by more than 1 cent per 100 pounds the rates contemporaneously maintained on the same commodities to Cairo, Ill.

96. That the rates made effective June 25, 1918, and now maintained, are and for the future will be unduly prejudicial to the extent that they exceed or may exceed by more than 1 cent per 100 pounds the rates contemporaneously maintained to Cairo, Ill.

97. Reparation awarded to the Metropolis Bending Company on shipments made prior to June 25, 1918.

Butterworth-Judson Corp. v. *Adams Express Co.* (51 I. C. C., 386.)

98. The failure of the defendants to accord certain complainants free collection and delivery service on interstate express shipments performed for other shippers in their vicinity in Newark, N. J., results in undue prejudice to such complainants and the locality in which their plants are situated.

99. The defendants having been merged into one operating company, which is not a party to this proceeding, an order directing the removal of the undue prejudice will not be entered upon the present proceedings.

Cardwell v. *C., R. I. & P. Ry. Co.* (51 I. C. C., 390.)

100. Former finding that the movement of certain carloads of apples from Kansas City, Mo., to Kansas City, Kans., and return in the course of transportation from Eugene to Kansas City, Mo., was an unwarranted, uncalled for, and unnecessary service reversed on rehearing.

101. The shipments involved found to have consisted of cull or windfall apples, and the rate charged thereon found to have been unreasonable. Reparation awarded.

Alliance Coal & Coke Co. v. *C. & S. Ry. Co.* (51 I. C. C., 392.)

102. Rates on pea and slack coal from the Walsenburg district in Colorado to points on the Atchison, Topeka & Santa Fe Railway in Kansas not shown to have been unreasonable or unduly prejudicial. Supplemental complaint dismissed.

Carroll & Co. v. *A., T. & S. F. Ry. Co.* (51 I. C. C., 395.)

103. Rates charged on cattle, in carloads, from stockyards at Fort Worth, Tex, to certain destinations in Oklahoma found to have been legally applicable and not shown to have been unreasonable. Complaint dismissed.

Holt Mfg. Co. v. *S. P. Co.* (51 I. C. C., 397.)

104. Rates on steel lubricating or grease cups, in less than carloads, from Battle Creek, Mich., and certain other points, to Stockton, Calif., fould to have been unreasonable. Reparation awarded.

N. Y. & N. J. Produce Co. v. *N. Y., N. H. & H. R. R. Co.* (51 I. C. C., 399.)

105. Car-detention charges at Harlem River, New York, N. Y., on carload shipments of potatoes from certain points in Maine not shown to have been unreasonable but found to have been unduly prejudicial. Reparation awarded.

Peterson Co. v. *A., T. & S. F. Ry. Co.* (51 I. C. C., 401.)

106. The assessment of charges for storage at the ports of Newport News, Va., and New York, N. Y., on carload shipments of salmon on through export bills of lading from San Francisco, Calif., to London, England, found not to be or to have been unreasonable, unjustly discriminatory, or unduly prejudicial. Complaint dismissed.

Oden-Elliott Lumber Co. v. *A. C. Ry.* (51 I. C. C., 403.)

Upon complaint that defendant failed to supply sufficient cars to transport lumber from Autaugaville, Ala., to interstate destinations, and that it unduly preferred complainants' competitors in distribution of available cars, to the injury of complainants; *Held:*

107. That, without passing upon the question of jurisdiction to award damages for the alleged failure to furnish cars upon reasonable request as required by section 1, under the circumstances disclosed of record it could not with propriety be found that defendant should respond in damages for its inability to furnish a full car supply.

108. Defendant's practices with respect to the distribution of available cars, while meriting criticism, not shown to have unduly preferred complainants' competitors with resulting damage to complainants. Complaint dismissed.

Town of Torrington v. *C., B. & Q. R. R. Co.* (51 I. C. C., 414.)

109. Upon rehearing, rates on cattle, sheep, and hogs, in carloads, from Torrington, Wyo., to Omaha, Nebr., found not to be unreasonable, but unduly to prefer Henry, Nebr.

Ball Bros. Glass Mfg. Co. v. *C., C., C. & St. L. Ry. Co.* (51 I. C. C., 418.)

110. Finding in *In re Muncie & Western R. R. Co.*, 38 I. C. C., 510, that the Muncie & Western Railroad is a common carrier and that the refusal of the trunk lines serving Muncie to absorb the switching charges of the Muncie & Western to and from Ball Bros. glass works, and Gill Bros. clay pot works while contemporaneously absorbing equal or higher switching charges of the Muncie Belt and the Lake Belt to and from the same industries is unduly prejudicial adhered to. Reparation denied.

Concrete Engineering Co. v. *P. Co.* (51 I. C. C., 423.)

111. Rate on iron or steel forms or molds for concrete construction, in carloads, from Canton and Martins Ferry, Ohio, to San Francisco, Calif., found to have been unreasonable. Reparation awarded.

Phillips Excelsior Co. v. *T., A. & G. R. R. Co.* (51 I. C. C., 425.)

112. Rates charged on pine wood, in carloads, from certain points in Georgia to Chattanooga, Tenn., found to have been illegal. Reparation awarded.

Hercules Powder Co. v. *N. & W. Ry. Co.* (51 I. C. C., 427.)

113. Rates on wet nitrocellulose, in carloads, from Hopewell, Va., to Lake Junction, N. J., found to have been unreasonable. Reparation awarded.

National Supply Co. v. *C., B. & Q. R. R. Co.* (51 I. C. C., 429.)

114. Rates on crushed stone, in carloads, from Louisville, Nebr., to Northboro and Macedonia, Iowa, found to have been unreasonable. Shipments from Cedar Creek, Nebr., to Shenandoah, Iowa, found to have been overcharged. Reparation awarded.

Lumbermen's Asso. of Chicago v. *A. A. R. R. Co.* (51 I. C. C., 431.)

By complaint filed October 24, 1917, rates on lumber, in carloads, from Chicago, Ill., to points in central freight association and eastern trunk line territories are attacked as being unreasonable and unduly prejudicial. *Held:*

115. Effective June 25, 1918, the Director General of Railroads, in exercise of powers conferred upon the President by the Federal control act, initiated rates higher than those complained of. Rates so initiated can only be reviewed by us upon complaint as prescribed in the Federal control act.

116. Complainant, although given an opportunity to bring in the Director General, as an additional defendant, has not taken such action.

117. Complaint dismissed.

Control of Water Carriers by Railroad Carriers. (51 I. C. C., 436.)

Upon application of the Grand Trunk Railway Company of Canada, under the provisions of section 5 of the act to regulate commerce as amended by the Panama Canal act, to continue its ownership and operation of certain car ferryboats plying on the Detroit River, *Held:*

118. That the existence of parelleling rail lines of petitioner and parelleling all-rail routes in which petitioner participates makes it possible for petitioner to compete with its ferryboats.

119. That the existing specified service by water is being operated in the interest of the public and is of advantage to the convenience and commerce of the people, and that an extension thereof will neither exclude, prevent, nor reduce competition on the route by water under consideration.

Crossett Lumber Co. v. *A. & L. M. Ry. Co.* (51 I. C. C. 438.)

120. Rates on pine lumber, in carloads, from Crossett, Ark., to Baltimore, Md., Philadelphia, Pa., New York, N. Y., Ottawa, Ontario, and other eastern destinations found reasonable. Complainant not shown to have been damaged by the undue prejudice alleged. Complaint dismissed.

Davis Sewing Machine Co. v. *P., C., C. & St. L. Ry. Co.* (51 I. C. C., 441.)

121. Claim for reparation on sewing machines, in less than carloads, from Dayton, Ohio, to certain destinations in Louisiana denied for lack of proof that complainant paid and bore the charges. One shipment found to have been overcharged and refund directed. Complaints dismissed.

Chapin Sacks Mfg. Co. v. *P. M. R. R. Co.* (51 I. C. C., 443.)

122. Reparation awarded on certain carloads of condensed milk, in milk shipping cans, from Webberville, Mich., and Washington, D. C., to Jacksonville, Fla., and from Jacksonville to Richmond, Va.

Chattanooga Sewer Pipe & Fire Brick Co. v. *B. Ry. Co.* (51 I. C. C., 447.)

123. Demurrage and switching charges collected on certain empty cars placed for loading at Belt station 280, Walker County, Ga., but not used, not shown to have been unreasonable. Complaint dismissed.

Yeakel Fuel Co. v. *O.-W. R. R. & N. Co.* (51 I. C. C., 449.)

124. Charges for switching at Spokane, Wash., carloads of coal and wood from certain interstate points not shown to have been or to be unreasonable or unduly prejudicial. Complaint dismissed.

Beekman Lumber Co. v. *L. Ry. & N. Co.* (51 I. C. C., 451.)

125. A carload of lumber from Pineville, La., to Suffern, N. Y., reconsigned from Lackawaxen, Pa., found not to have been misrouted. Shipment found to have been overcharged and refund directed. Complaint dismissed.

Du Pont de Nemours Powder Co. v. *P. R. R. Co.* (51 I. C. C., 453.)

126. Rate on sulphuric acid, in tank-car loads, from Baltimore, Md., to Gibbstown, N. J., found unreasonable. Reparation awarded.

Getz & Co. v. *A., T. & S. F. Ry. Co.* (51 I. C. C. 454.)

127. Charges on a less-than-carload shipment of cake ornaments from New York, N. Y., to San Francisco, Cal., not shown to have been unreasonable, unjustly discriminatory, or unduly prejudicial. Complaint dismissed.

Byrd-Matthews Lumber Co. v. *G. & N. W. R. R. Co.* (51 I. C. C., 456.)

128. Rates on lumber, in carloads, from Helen, Ga., to points in trunk line and New England territories not shown to have been unreasonable or unduly prejudicial, except that the rates to the Virginia cities were unduly prejudicial. Complainants not shown to have been damaged and reparation denied. Complaint dismissed.

Brabston v. *C. of Ga. Ry. Co.* (51 I. C. C., 459.)

129. Charges on a carload of lumber from Alexander City, Ala., to Roanoke, Va., reshipped to Greencastle, Pa., found to have been illegal. Reparation awarded.

Paducah Board of Trade v. *I. C. R. R. Co.* (51 I. C. C., 462.)

130. Rate on cotton mop heads, in less than carloads, from Paducah, Ky., to Chicago, Ill, found unreasonable. Reparation awarded.

Central Pennsylvania Lumber Co. v. *T. V. Ry. Co.* (51 I. C. C., 465.)

131. Demurrage charges at Belvidere, N. J., on a car of lumber from West Sheffield, Pa., not shown to have been unreasonable or otherwise in violation of the act. Complaint dismissed.

Advance Bag Co. v. *C., C., C. & St. L. Ry. Co.* (51 I. C. C., 467.)

132. Rate on paper bags, in less than carloads, from Middletown, Ohio, to Franklin, La., found to have been unreasonable. Reparation awarded.

Toberman, Mackey & Co. v. *C. & E. I. R. R. Co.* (51 I. C. C., 469.)

133. Allegation that charges on baled hay, in carloads, from certain points in Illinois to certain points in Massachusetts, New York, Pennsylvania, and Virginia were assessed on excessive weights not sustained. Complaint dismissed.

Stevens-Eaton Co. v. *T. F. Ry. Co.* (51 I. C. C., 471.)

Following *American Window Glass Co.* v. *S. Ry. Co.*, 48 I. C. C., 451; *Held*,

134. That defendants should have permitted the diversion at Potomac Yard, Va., to Bayonne, N. J., of a carload of lumber from Prentiss, N. C., to New York, N. Y., on basis of the through rate from Prentiss to Bayonne, plus a maximum charge of $5 for the extra services incident to the diversion. Reparation awarded.

Schroeder Lumber Co. v. *N. Y. C. R. R. Co.* (51 I. C. C., 473.)

135. Demurrage charges at South Bend, Ind., on a carload of baled shavings from Odanah, Wis., found to have been properly assessed and not shown to have been unreasonable. Complaint dismissed.

Morgan County Sand Producers' Asso. v. *B. & O. R. R. Co.* (51 I. C. C., 475.)

136. Discontinuance of allowances to shippers for inside-door protection for shipments of glass sand in bulk, in carloads, found not unreasonable or unduly prejudicial. Complaint dismissed.

Du Pont de Nemours Powder Co. v. *P., B. & W. R. R. Co.* (51 I. C. C., 477.)

137. Rate on sulphuric acid, in tank-car loads, from Marcus Hook, Pa., to Hopewell, Va., found to have been unreasonable. Reparation awarded.

Bissell Carpet Sweeper Co. v. *B. & O. R. R. Co.* (51 I. C. C., 479.)

138. Less-than-carload ratings under official classification on hand carpet sweepers and carpet vacuum cleaners combined, not shown to be unreasonable and complaint dismissed.

Savage v. *C. & N. W. Ry. Co.* (51 I. C. C., 482.)

139. Rate on coal, in carloads, from Alger, Wyo., to Central City, S. Dak., found to have been unreasonable. Reparation awarded.

Fords Porcelain Works v. *L. V. R. R. Co.* (51 I. C. C., 485.)

140. 1. Increased rate on earthenware urinals, in less than carloads, from Perth Amboy, N. J., to Seattle, Wash., found not justified. Reparation awarded.

141. 2. Claim for refund of freight charges collected on shipment made to replace one damaged in transit held to be a matter for adjustment as an integral part of claim for property damage.

Page & Hill Co. v. *C., St. P., M. & O. Ry. Co.* (51 I. C. C., 487.)

142. Carload of posts from Boy River to Minneota, Minn., moving interstate, found to have been misrouted. Reparation awarded.

Fort Smith Commission Co. v. *M. V. R. R. Co.* (51 I. C. C., 489.)

143. Rate on potatoes, in carloads, from Webbers Falls, Okla., to Shreveport, La., found to have been unreasonable. Reparation awarded.

Boldt Co. v. *C., B. & Q. R. R. Co.* (51 I. C. C., 491.)

144. Rate on glass bottles, in carloads, from Huntington, W. Va., to St. Paul and Minneapolis, Minn., found to have been unreasonable to the extent that it exceeded the aggregate of the intermediate rates contemporaneously in effect over the routes of movement. Reparation awarded.

Varley-Wolter Co. v. *B. & O. R. R. Co.* (51 I. C. C., 493.)

145. Rates charged on potatoes, in carloads, from Carpenter and Otranto, Iowa, to various points east of the Indiana-Illinois state line, found to have been illegal.

146. Certain shipments found to have been misrouted by the initial carrier.
147. Reparation awarded.

Bartlett-Collins Glass Co. v. *A., T. & S. F. Ry. Co.* (51 I. C. C., 496.)

148. Rates and minima on empty slack barrels, in carloads, from Coffeyville, Kans., and Joplin, Mo., to Sapulpa, Okla., found to have been unreasonable. Reparation awarded.

Standard Time Zone Investigation. (51 I. C. C., 499.)

149. Order defining limits of standard time zones, 51 I. C. C., 273, modified so as to include Apalachicola, Fla., within the limits of the Eastern standard time zone.

California Canneries Co. v. *S. P. Co.* (51 I. C. C., 500.)

150. Refusal of the Southern Pacific Company, having the line haul, to absorb switching charges on interstate noncompetitive traffic destined to the complainant's plant on the terminals of another trunk line in San Francisco, while at the same time absorbing the switching charges on similar traffic to the plant of a competitor on a belt line owned and operated at that point by the State of California, found to subject the complainant to undue and unreasonable prejudice and disadvantage.
151. The trunk lines serving San Francisco being unified and coordinated under Federal control, there is no basis for any distinction between competitive and noncompetitive traffic.
152. Reparation denied.

Wichita Traffic Bureau v. *A., T. & S. F. Ry. Co.* (51 I. C. C., 505.)

153. Rates on news print paper, in carloads, to Wichita, Kans., from Chicago, Ill., and points taking the same rates, and from points in Minnesota, found to have been unreasonable. Reparation awarded.

Houston Exporters Asso. v. *A., T. & S. F. Ry. Co.* (51 I. C. C. 509.)

154. Rates legally applicable on bagging, in carloads, from points in Oklahoma to destinations in Texas, found to have been unreasonable. Reparation awarded.

Ætna Explosives Co. v. *A., T. & S. F. Ry. Co.* (51 I. C. C., 513.)

155. Rate charged on three carloads of sulphuric acid from Argentine, Kans, to Ishpeming, Mich., found to have been unreasonable to the extent that it exceeded the aggregate of intermediate rates contemporaneously in effect over the route of movement. Reparation awarded.

Holgate Bros Co. v. *P. R. R. Co.* (51 I. C. C., 515.)

156. Rail-and-water rate charged on brush blocks, in less than carloads, from Kane, Pa., to Boston, Mass., through Baltimore, Md., found to have been legally applicable and not shown to have been unreasonable or unduly prejudicial. Complaint dismissed.

Johnson & Son v. *St. L.-S. F. Ry. Co.* (51 I. C. C., 518.)

157. Rate legally applicable on ties, in carloads, from Pocahontas and Elnora, Ark., to Cairo, Ill., and from Pocahontas and Black Rock, Ark., to Thebes, Ill., found to have been unreasonable. Reparation awarded.

Kaufman & Sons Co. v. *C. R. R. Co. of N. J.* (51 I. C. C., 521.)

158. Rate on scrap iron, in carloads, from Elizabethport and Bayway, N. J., to Sharon, Pa., not shown to have been unreasonable. Complaint dismissed.

Young Grain Co. v. *T., St. L. & W. R. R. Co.* (51 I. C. C., 523.)

159. Rates on corn, in carloads, from certain points in Indiana to named destinations in Canada found to have been unreasonable to the extent that they exceeded the aggregates of the intermediate rates contemporaneously in effect to and from Detroit, Mich. Reparation awarded.

Independent Bridge Co. v. *P. R. R. Co.* (51 I. C. C., 525.)

160. Rate on wrought-iron annealing boxes, in carloads, from Allegheny, Pa., to Weirton, W. Va., found to have been unreasonable and unduly prejudicial. Reparation awarded.

American Steel Export Co. v. *S. Ry. Co.* (51 I. C. C., 527.)

161. Rate on wire rods in coils, in carloads, from Atlanta, Ga., to Baltimore, Md., found to have been unlawful and unreasonable. Reparation awarded.

Algoma Lumber Co. v. *S. P. Co.* (51 I. C. C., 529.)

162. Rate on locomotive and fender, on their own wheels, under steam from Algoma, Oreg., to Klamath Falls, Oreg., and not under steam from Klamath Falls to Dunsmuir, Cal., found to have been unreasonable. Reparation awarded.

National Wholesale Lumber Dealers Asso. v. *S. & S. Ry. Co.* (51 I. C. C., 531.)

163. Two carloads of lumber from Arcola, Ga., one to New York, N. Y., and the other to Corona, N. Y., found to have been misrouted. Reparation awarded.

Stein & Company v. *A., B. & A. Ry. Co.* (51 I. C. C., 533.)

164. Charges on a carload of scrap copper, in bales, from Atlanta, Ga., to Perth Amboy, N. J., found to have been unreasonable. Reparation awarded.

Pittword v. *N. P. Ry. Co.* (51 I. C. C., 535.)

165. A warehouse owner is not entitled to recover damages for depreciation in the rental value of his property as a result of leases by a railroad company of similar properties at nominal rentals to shippers.

National Malleable Castings Co. v. *P. & L. E. R. R. Co.* (51 I. C. C., 537.)

166. Defendants' refusal to compensate complainant for the expense of interchange switching of cars moving interstate to and from its plant at Sharon, Pa., found to have resulted in the exaction of charges for transportation which were unjust and unreasonable and to have subjected complainant to undue prejudice. Reparation awarded.

Sharon Steel Hoop Co. v. *Pa. Co.* (51 I. C. C., 545.)

167. Increased charges resulting from defendants' refusal to compensate complainant for the expense of spotting cars moving interstate to and from its plant at Farrell, Pa., while contemporaneously performing a like service, without charge, for complainant's competitors similarly situated, found to have been unjust and unreasonable and complainant found to have been subjected to undue prejudice and disadvantage. Reparation awarded.

Brown & Sons Lumber Co. v. *C., R. I. & P. Ry. Co.* (51 I. C. C., 549.)

168. Rates on lumber, in carloads, from Brasfield, Ark., to Athens, Tenn., found legally applicable and not shown to have been unreasonable or unduly prejudicial. Complaint dismissed.

Kaufman & Sons Co. v. *N. Y. C. R. R. Co.* (51 I. C. C., 551.)

169. Rate on scrap iron, in carloads, from South Bend, Ind., to Rensselaer, N. Y., found to have been justified. Complaint dismissed.

Du Pont de Nemours & Co. v. *W. J. & S. R. R. Co.* (51 I. C. C., 553.)

170. Two carload shipments of high explosives from Gibbstown, N. J., to East Radford, Va., found to have been overcharged and misrouted. Reparation awarded.

Standard Time Zone Investigation. (51 I. C. C., 555.)

171. Order defining limits of standard time zones, 51 I. C. C., 273, modified in part.

Independent Cooperative Lumber Co. v. *L. W. R. R. Co.* (51 I. C. C., 557.)

172. Defendants' rates for the transportation of cypress lumber and shingles, in straight or mixed carloads or mixed with pine lumber and shingles in carloads, from Lake Charles, La., to various points in Texas, found to have been unreasonable. Reparation awarded.

Rucker-Fuller Desk Co. v. *S. P. Co.* (51 I. C. C., 561.)

173. Rate legally applicable on hollow-wall steel safes with safe interiors, in less than carloads, from Marietta, Ohio, to San Francisco, Cal., not shown to have been unreasonable or unduly prejudicial. Complaint dismissed.

City of East Liverpool v. *S., E. L. & B. V. T. Co.* (51 I. C. C., 563.)

174. Single-trip fare of 10 cents and commutation fare of $1 for 14 rides between East Liverpool, Ohio, and Chester, W. Va., approved. Complaints dismissed.

Feltus Lumber Co. v. *G. N. Ry. Co.* (51 I. C. C., 571.)

175. Rules under which carriers refuse to accept orders for cars for the carriage of lumber, of cubical capacity of less than 2,400 cubic feet, or of more than certain specified cubic capacity, while tariffs name graduated minima for cars of less or greater capacity when tendered for carriers' convenience, held unreasonable and unduly prejudicial.

176. The publication of graduated carload minima implies an obligation upon carriers to furnish, upon reasonable notice, cars of corresponding capacity.

177. Failing, upon reasonable notice, to furnish equipment of the size that may be lawfully ordered, carriers are bound to protect by unambiguous rules the appropriate minima applicable to the size of the equipment ordered.

178. Subject to the observance of the above requirements, the minima here assailed are not found unreasonable or otherwise unlawful.

179. Rule withdrawing from the carriage of lumber cars of a less capacity than 1,651 cubic feet justified.

Dulaney Bros. v. *C. & A. R. R. Co.* (51 I. C. C., 579.)

180. Upon complaint that defendant's refusal to permit complainants to unload at Slater, Mo., a carload of cement, shipped from Continental, Mo., over an interstate route, within the free time provided by its tariffs, without demurrage, damaged complainants; *Held*, That no damages were shown to have resulted prior to the date upon which delivery was tendered free of demurrage, and that any damages arising thereafter do not appear to be attributable to a violation of the act to regulate commerce. Complaint dismissed.

Western Pine Mfg. Co. v. *M. V. R. R. Co.* (51 I. C. C., 581.)

181. Rate on pine box shooks, in carloads, from Spokane, Wash., to Pitman, Kans., found to have been unreasonable. Reparation awarded.

Texas Export & Import Co. v. *A. & S. Ry. Co.* (51 I. C. C. 583.)

182. Increased rates on cottonseed cake and meal, in carloads, from certain points in Texas to Port Arthur, Tex., for export, found not justified. Reparation awarded.

Walsh & Weidner Boiler Co. v. *C. & O. Ry. Co.* (51 I. C. C., 584.)

183. Carload of fire brick from Haldeman, Ky., to Elk Mountain, N. C., found not to have been misrouted. Complaint dismissed.

Wichita Wholesale Furniture Co. v. *A., T. & S. F. Ry. Co.* (51 I. C. C., 586.)

184. Complainant's circular table tops and tops with rims attached found to have been properly rated as furniture stock in the white.

185. Defendants' local rates, applicable to these commodities, loose or in packages, in carloads, from St. Louis, Mo., Peoria and Chicago, Ill., and points taking the same rates to Wichita, Kans., and when used as factors in making through rates from Portsmouth, Ohio, and points taking the same rates, to Wichita, found to have been unreasonable to the extent that they exceeded the respective class A rates applicable to furniture stock in the white contemporaneously in effect from and to those points. Complaint dismissed.

Du Pont De Nemours Powder Co. v. *L. & N. R. R. Co.* (51 I. C. C., 589.)

186. Rates on sulphuric acid, in carloads, from Copperhill, Tenn., to Gibbstown and Carneys Point, N. J., found to have been and to be unreasonable. Reparation awarded.

Farmers & Ginners Cotton Oil Co. v. *A. G. S. R. R. Co.* (51 I. C. C., 593.)

187 Rates on cottonseed hull shavings, in carloads, from Birmingham, Ala., to Hopewell, Va., not shown to have been or to be unreasonable, unjustly discriminatory, or unduly prejudicial. Complaint dismissed.

Schaefer & Son v. *L. V. R. R. Co.* (51 I. C. C., 596.)

188. Assessment of reconsignment charges at Townley, N. J., on carloads of hay from certain interstate points, while no charge was made for the same service at Jersey City, N. J., found unreasonable. Reparation awarded.

Standard Oil Co. v. *A., T. & S. F. Ry. Co.* (51 I. C. C., 598.)

189. Liquid petrolatum, a medicinal mineral oil refined from petroleum, held to be within the western classification description of "patent or proprietary medicines." The second-class rate found legally applicable on carload shipments from Richmond, Calif., to Portland, Oreg., and a combination rate, composed of

the second-class rate plus a commodity rate on "drugs, medicines, and chemicals" on carload shipments to certain other interstate destinations. Adjustment of charges on these bases directed and complaint dismissed.

Albrecht v. *N. P. Ry. Co.* (51 I. C. C., 601.)

190. Rate on stock sheep, in double-deck cars, from Miles City, Mont., to Dempster, S. Dak., found to have been unreasonable. Reparation awarded.

191. Prayer for establishment of through routes and joint rates on stock sheep from Montana points to South Dakota points denied.

192. Failure of defendants to provide fattening or feeding-in-transit arrangements at South Dakota points on sheep destined to Omaha, Nebr., and Sioux City, Iowa, not shown to result in undue prejudice.

Germain Co. v. *L. & N. R. R. Co.* (51 I. C. C., 605.)

193. Following the principle applied in *Kern & Sons* v. *C., M. & St. P. Ry. Co.*, 40 I. C. C., 552; *Held*, That defendants should have permitted the diversion of carload shipments of lumber from Jemison, Ala., to Trenton, Nova Scotia, at Detroit, Mich., on basis of the through rate from Jemison to Trenton, plus a maximum charge of $2 for the extra service incident to the diversion. Reparation awarded.

Reliance Mfg. Co. v. *I. C. R. R. Co.* (51 I. C. C., 607.)

194. Rates on cotton piece goods, any quantity, from Danville, Va., and points taking the same rate, to Eddyville, Ky., attacked in original complaint not shown to have been unreasonable or unduly prejudicial, except that the rate applicable prior to June 29, 1916, was unreasonable to the extent that it exceeded the aggregate of the rates subject to the act contemporaneously in effect to and from Paducah, Ky. Reparation awarded.

195. There being no evidence of record upon the issues presented by the supplemental complaint as to the justness and reasonableness of certain rates initiated by the director general, and the question of the burden of proof in respect of such rates not having been raised or argued, that question is reserved for determination in a proceeding where it shall have been fully presented, and no finding or order is made as to the justness or reasonableness of such rates.

Hull Co. v. *C., M. & St. P. Ry. Co.* (51 I. C. C., 612.)

196. Rate legally applicable on blacksmith coal, in carloads, from Duluth, Minn., to Muncie, Kans., found to have been unreasonable.

197. One shipment found to have been misrouted by the initial carrier.

198. Reparation awarded.

Aetna Explosives Co. v. *P. R. R. Co.* (51 I. C. C., 615.)

199. Less-than-carload shipment of high explosives transported over an interstate route from Emporium, Pa., to Thomasville, Pa., found to have been misrouted. Reparation awarded.

Virginia-Carolina Chemical Co. v. *A. & V. Ry. Co.* (51 I. C. C., 617.)

200. Rates on sulphuric acid, in tank-car loads, from Shreveport, La., to Ensley, Ala., found to have been unreasonable. Reparation awarded.

Carthage Marble & White Lime Co. v. *M. P. R. R. Co.* (51 I. C. C., 619.)

201. Two carloads of cut stone from Carthage, Mo., to Pasadena, Calif., found to have been overcharged. Reparation awarded.

Du Pont De Nemours Powder Co. v. *P. & R. Ry. Co.* (51 I. C. C., 621.)

202. Charges collected on certain shipments of nitrate of potash in carloads from Montchannin, Del., to Dupont, Wash., found to have been unreasonable. Reparation awarded.

Helvetia Milk Condensing Co. v. *A. & V. Ry. Co.* (51 I. C. C., 624.)

203. Southern classification ratings of fifth and third class applied by the defendants on liquid condensed or evaporated milk in metal cans in barrels or boxes in carloads and less than carloads, respectively, not shown to be unreasonable. Complaint dismissed.

Eastern Car Co. v. *C. G. Rys.* (51 I. C. C., 627.)

204. Charges legally applicable under joint rates to Montreal, Canada, on carload shipments of yellow-pine lumber from various Georgia, Florida, and Alabama points to New Glasgow and Trenton, Nova Scotia, not found unreason-

able with respect to transportation within Commission's jurisdiction. Defendants directed to refund any outstanding overcharges for such transportation. Complaints dismissed.

Sunderland Bros. Co. v. *C. & N. W. Ry. Co.* (51 I. C. C., 630.)

205. Rates on building brick in carloads from Boone, Iowa, to Loup City, Clarks, and Grand Island, Nebr., found to have been unreasonable. Certain shipments found to have been overcharged. Reparation awarded.

206. Fourth section relief denied.

Aetna Explosives Co. v. *S. Ry. Co.* (51 I. C. C., 633.)

207. Rate on high explosives in carloads from North Birmingham, Ala., to Flintstone, Ga., found to have been and to be unreasonable to the extent indicated. Measure of the maximum reasonable rate prescribed and reparation awarded.

Sloss-Sheffield Steel & Iron Co. v. *L. & N. R. R. Co.* (51 I. C. C., 635.)

208. Upon petition for reconsideration of the finding in our former report, 30 I. C. C., 597, that reparation should be denied, *Held*, That complainants and interveners are entitled to a finding as to the reasonableness of the rates during the 2 years immediately preceding the filing of the complaint.

209. Parties allowed 30 days within which to petition for opportunity to present additional evidence. Failing the filing of such petition, the reasonableness of the rates and the questions of reparation will be determined upon the record as it stands.

Chamber of Commerce of Houston, Tex., v. *M. L. & T. R. R. & S. S. Co.* (51 I. C. C., 653.)

210. Rates on sugar and green coffee in carloads from New Orleans and other producing points in Louisiana to Houston, Tex., not shown to have been unreasonable. Alleged undue prejudice has been removed. Present rates not considered, as the Director General of Railroads is not a party defendant. Complaint dismissed.

211. Fourth section relief denied.

Adams Leather Co. v. *C. P. Ry. Co.* (51 I. C. C., 659.)

212. The commodity rates which the Commission in its original and supplemental reports in *City of Spokane* v. *N. P. Ry. Co.*, 15 I. C. C., 376; 19 I. C. C., 162; 21 I. C. C., 400, found would be just and reasonable in and of themselves were never required to be established. They, and also a schedule of rates agreed upon between the complainants and the carriers and which were put into effect ad interim, were displaced by the readjustment which after protracted litigation, was finally effected in the structure of rates from eastern defined territories to Spokane, Wash. This readjustment was a general one, made for the purpose of removing undue preference in favor of north Pacific coast points and undue prejudice to Spokane and other intermountain points.

213. Complainants are not entitled to reparation upon basis of the rates found reasonable in the case cited. The essence of their complaint is the relationship of the rates, and no damage having been shown to have resulted to complainants by reason of the fact that during the period of time in question lower rates were maintained to north Pacific coast points than to Spokane, reparation is denied and the complaint dismissed.

City of Spokane v. *G. N. Ry. Co.* (51 I. C. C., 667.)

214. Following *Adams Leather Co.* v. *C. P. Ry. Co.*, p. 659 *ante*, reparation denied to the complainant herein and complaints dismissed.

Waco Chamber of Commerce v. *A., T. & S. F. Ry. Co.* (51 I. C. C., 668.)

215. Rates on glass bottles and fruit jars, in carloads, from certain Oklahoma points to Waco, Tex., found to have been unreasonable. Present rates were initiated by the Director General of Railroads, who is not a party defendant. Complaint dismissed.

Du Pont de Nemours & Co. v. *P. & R. Ry. Co.* (51 I. C. C., 671.)

216. Rate on nitrate of soda, in carloads, from Port Richmond, Pa., to Gibbstown, N. J., found to have been unreasonable. Reparation awarded.

Aetna Explosives Co. v. *S. A. L. Ry. Co.* (51 I. C. C., 674.)

217. Increased rates on sulphuric acid, in tank-car loads, from Savannah, Ga., to Emporium and Mount Union, Pa., found to have been justified. Complaint dismissed.

Zelnicker Supply Co. v. *St. L., I. M. & S. Ry. Co.* (51 I. C. C., 677.)

218. Charges applicable on steel relay rails, in carloads, from Mangham, La., to Ramsay, La., by way of Natchez, Miss., found to have been unreasonable. Reparation awarded.

Denver & Salt Lake R. R. Co. v. *C., B. & Q. R. R. Co.* (51 I. C. C., 679.)

219. Increase of 25 cents a ton in joint rates on soft coal from mines on the Denver & Salt Lake Railroad to points in Kansas, Nebraska, Missouri, Iowa, and South Dakota on the lines of connecting carriers participating in the joint rates should inure to the benefit of the Denver & Salt Lake.

Stough v. *K. C. S. Ry. Co.* (51 I. C. C., 683.)

220. Rate legally applicable on sweet potatoes, in carloads, from De Queen, Ark., to Tulsa, Okla., found to have been unreasonable. Reparation awarded.

221. Fourth section relief denied.

Pneumatic Scales Corp. v. *A. & R. R. R. Co.* (51 I. C. C., 686.)

222. While the general use by shippers of a steel container would reduce the loss-and-damage claims of the carriers due to certain causes, this fact is not sufficient to justify a rule requiring the carriers to compute freight charges on commodities shipped in such containers at the net weight of the contents.

223. Rates and rules applicable on shipments in steel containers, as compared with the rates and rules applicable on shipments of the same commodities packed in or protected by other appliances, not shown to be unjust, unreasonable, unjustly discriminatory, or unduly prejudicial.

224. Rates on steel containers returned collapsed not shown to be unjust, unreasonable, or unjustly discriminatory.

Hurst v. *B. V. T. Co.* (51 I. C. C., 697.)

225. Rates on fruit in carloads from certain points on the line of the Boise Valley Traction Company to defined territories, Colorado common points and east, found unduly prejudicial to the extent that they exceed the blanket rates in effect from Boise, Idaho, via the Oregon Short Line Railroad and its connections to the same destinations.

American Window Glass Co. v. *W. Md. Ry. Co.* (51 I. C. C., 704.)

On September 4, 1917, complaint was made that the rates on glass sand, in carloads, from Hancock, W. Va., to four points easterly of Pittsburgh, Pa., were unjust, unreasonable, and unduly prejudicial as compared with the rates from the same district to Pittsburgh and points westerly thereof. Supplemental complaint was filed making the Director General of Railroads a party defendant, who, in his answer, consented to the consideration by the Commission of the relevant parts of the original record and waived further hearing; *Held:*

226. *Willamette Valley Lumbermen's Asso.* v. *S. P. Co.*, 51 I. C. C., 250, cited and followed with respect to the Commission's powers over rates initiated under the Federal control act.

227. The present rates complained of herein are and for the future will be relatively unjust, unreasonable, and unduly prejudicial in violation of the Federal control act and the act to regulate commerce. Just, reasonable, and nonprejudicial rates prescribed for the future.

228. The rates charged on complainant's shipments which moved during the period from September 4, 1915, to January 1, 1918, were unjust and unreasonable in violation of the act to regulate commerce and complainant suffered damages as a result thereof. Reparation awarded.

Heider Mfg. Co. v. *C. G. W. R. R. Co.* (51 I. C. C., 713.)

229. Joint and combination through rates made on specific bases applicable on various commodities from certain points in eastern, southern, and central States to certain destinations in Iowa found to have been unreasonable and, where unprotected by fourth section applications, otherwise unlawful. Reparation awarded.

230. Rates assailed not shown to have been unreasonable except where in excess of the lowest aggregate of intermediate rates.

231. Fourth section applications seeking authority to continue through rates on various commodities from specified interstate points to destination in Iowa which exceeded the aggregates of the intermediate rates subject to the act to regulate commerce denied.

Grain & Hay Exchange of Pittsburgh v. *Pa. Co.* (51 I. C. C., 723.)

232. Demurrage charges assessed at Pittsburgh, Pa., on 10 carloads of grain shipped from various interstate points to Pittsburgh, inspected or assembled at Manchester yard and forwarded to elevators for transit services, including shipments weighed only, and forwarded in the same cars at through rates from points of origin, found to have been illegal. Reparation awarded.

Chrome Steel Works v. *N. Y. & N. J. Steamboat Co.* (51 I. C. C., 726.)

233. Shipment of dies and shafting from Chrome, N. J., to Galveston, Tex., reshipped to Silverton, Colo., on which it is alleged charges were collected on basis of water rates to and from New York, not on file with the Commission, and the local rail rates from Galveston to destination, found to have been a through shipment from Chrome to Silverton. Refund directed on account of overcharge. Rates legally applicable not shown to have been unreasonable or unduly prejudicial, and complainant dismissed.

Michel Brewing Co. v. *C., B. & Q. R. R. Co.* (51 I. C. C., 729.)

234. Rate legally applicable on beer, in carloads, from La Crosse, Wis., to Trosky, Minn.. found to have been unreasonable. Reparation awarded.

Memphis Freight Bureau v. *C. & O. Ry. Co.* (51 I. C. C., 731.)

235. First-class rating found legally applicable on street-railway transfers, in less than carloads, from Philadelphia, Pa., to Memphis, Tenn., and not shown to have been or to be unreasonable or unduly prejudicial. Complaints and supplemental complaints dismissed.

Bliss Cook Oak Co. v. *M. P. R. R. Co.* (51 I. C. C., 734.)

236. Rates on hardwood lumber, in carloads, from Blissville., Ark., to points in Missouri, Kansas, Nebraska, Iowa, and Colorado not shown to have been unreasonable, but found to have subjected complainant to undue prejudice and disadvantage. As the Director General is not a party defendant the present rates not considered and complainant dismissed.

Pacific Lumber Co. v. *N. W. P. R. R. Co.*, (51 I. C. C., 738.)

237. Rates on lumber and other forest products in carloads from certain points on the Northwestern Pacific Railroad north of Willits, Calif., to points in eastern defined territories, Colorado common points and east, found unjust, unreasonable, and unduly prejudicial to the extent that they exceed the rates on the same commodities from what are known as California coast group points to the same destinations.

Baker Box Co. v. *L. I. R. R. Co.* (52 I. C. C., 1.)

238. Demurrage and track storage charges for detention at Bushwick station, Brooklyn, N. Y., of a carload of sawdust shipped from East Jaffrey, N. H., found to have been unreasonable in part. Reparation awarded.

Sherer-Gillett Co. v. *B. & O. R. R. Co.* (52 I. C. C., 3.)

239. Less-than-carload rating of one and one-half times first class applicable under the official classification to counters, wall-case bases, and shelving bases, not found unreasonable. Complaint dismissed.

Laona & Northern R. R. Co. v. *M., St. P. & S. S. M. Ry. Co.* (52 I. C. C., 7.)

240. Divisions or allowances to the Laona & Northern Railroad out of joint rates on lumber and forest products should not exceed 2 cents per 100 pounds from certain points on the Loana & Northern to points on the defendant's line or to certain points on the lines of its connections. As the Director General of Railroads, a necessary party, is not named as a defendant, complaint dismissed.

Bayless Co. v. *K. C. S. Ry. Co.* (52 I. C. C., 10.)

241. Charges on glass bottles in carloads from Poteau, Okla., to Dallas, Tex., found to have been legally applicable and not shown to have been unreasonable. Complaint dismissed.

Sun Co. v. *T. & O. C. Ry. Co.* (52 I. C. C., 12.)

242. Rate legally applicable on crude oil, in tank-car loads, from Miami, W. Va., to Toledo, Ohio, found to have been unreasonable. Reparation awarded.

Acme Belting Co. v. *A. & R. R. R. Co.* (52 I. C. C., 15.)

243. Less-than-carload ratings of second class in official and southern classifications and first class in western classification, applicable to cotton belting, not shown to be unreasonable. Complaint and supplemental complaint dismissed.

Doyle Kidd Dry Goods Co. v. *C., R. I. & P. Ry. Co.* (52 I. C. C., 18.)

244. Rates on cotton piece goods, any quantity, from Boston, Mass., and other eastern points, to Little Rock, Ark., found to have been unreasonable to the extent that they exceeded the aggregate of the intermediate rates contemporaneously in effect to and from Memphis, Tenn. Reparation awarded.

Central Pennsylvania Lumber Co. v. *S. & N. Y. R. R. Co.* (52 I. C. C., 21.)

245. Charges on a carload of lumber from Laquin, Pa., to Springfield, N. J., found to have been illegal. Reparation awarded.

Joseph Iron Co. v. *A. G. S. R. R. Co.* (52 I. C. C., 22.)

246. Rates legally applicable on scrap iron and scrap rails, in carloads, from Houston, Tex., to Richmond, Va., not shown to have been unreasonable. Reparation awarded for overcharge on shipment of scrap iron.

N. O. Joint Traffic Bureau v. *A. & S. Ry. Co.* (52 I. C. C., 23.)

247. Carload minimum of 36,000 pounds on sugar from New Orleans, La., and points taking the same rates to Texas destinations, found to subject New Orleans and points taking same rates to undue prejudice and disadvantage as compared with the carload minimum of 30,000 pounds from Sugarland, Tex., to the same destinations. Undue prejudice ordered removed.

Aetna Explosives Co. v. *C. & E. I. R. R. Co.* (52 I. C. C., 26.)

248. Rate on high explosives, in carloads, from Fayville, Ill., to Atlanta, Mich., found to have been unreasonable. Measure of reasonable maximum rate prescribed and reparation awarded.

Western Carolina Lumber & Timber Asso. v. *S. Ry. Co.* (52 I C. C., 28.)

249. The amount of reparation due under our original findings and the parties entitled to reparation determined.

Lumber Transit Privileges at Buffalo, N. Y. (52 I. C. C., 31.)

250. Petition of certain respondents and defendants in the above-entitled cases for increased divisions of rates on carload shipments of lumber, originating south of the Ohio or west of the Mississippi and stopped at Buffalo, East Buffalo, Black Rock, or North Tonawanda, N. Y., for transit service and reconsignment, denied.

S. W. Paper Co. v. *C., R. I. & P. Ry. Co.* (52 I. C. C., 39.)

251. Rate on news print paper, in carloads, from San Francisco, Cal., to Dallas, Tex., found to have been unreasonable. Reparation awarded.

Three Lakes Lumber Co. v. *W. W. Ry. Co.* (52 I. C. C., 42.)

252. Shippers of lumber on the Washington Western Railway found to be entitled to the same basis of rates contemporaneously maintained from points taking the coast-group basis of rates.

253. Rates on lumber and forest products from points on the Washington Western to interstate destinations found to have been and to be unjust and unreasonable and unduly prejudicial. Relationship of rates prescribed and reparation awarded.

National Poultry, Butter & Egg Asso. v. *N. Y. C. R. R. Co.* (52 I. C. C., 47.)

254. A tariff rule applied to shipments of eggs on the lines of defendants reading that "claims for broken eggs will not be considered or paid by [carriers] when the number of broken eggs in any case or crate is not in excess of 5 per cent of the contents of such case or crate" held to be unreasonable and unlawful except when applied to shipments of current receipts or current receipts rehandled.

255. A tariff rule reading "where the quantity of broken eggs in any case or crate exceeds 5 per cent of the contents thereof, claims will be considered or adjusted by [carriers] only on such number of broken eggs in each case or crate which is in excess of 5 per cent of the total number of eggs in each such case or crate" held to be unreasonable and unlawful except when applied to shipments of current receipts or current receipts rehandled.

256. A tariff rule that has the effect of disclaiming all responsibility for damage to shipments of eggs in those instances in which the case or crate shows no external evidence of damage held to be unreasonable and unlawful in that it disclaims responsibility for damage which may have been due to negligence on the part of the carrier.

257. A tariff rule that denies to consignee the right of inspection of cases of eggs that show no external evidence of damage, while other cases in the same shipment show external evidence of damage, and exacts from such consignees "good order" or "apparent good order" receipts held to be unreasonable and unlawful in that it forces from the shipper an apparent admission with regard to the shipment which may not be in accord with the facts of its condition and may subsequently be used to prevent collection of lawful claims. Reasonable rules prescribed.

Lehigh Valley Coal Sales Co. v. *L. V. R. R. Co.* (52 I. C. C., 62.)

258. Following *Delaware, Lackawanna & Western Coal Co.* v. *R. R. Co.*, 46 I. C. C., 506, 49 I. C. C., 203, claims for reparation on anthracite coal, in carloads, from points on the Lehigh Valley Railroad in the Wyoming, Lehigh, and Schuylkill anthracite coal regions in Pennsylvania, to certain interstate points on the Lehigh Valley Railroad, denied. Complaint dismissed.

Harrisonburg Milling Co. v. *A. A. R. R. Co.* (52 I. C. C., 63.)

259. Complaint alleging rates and regulations applied to the transportation of grain from points in central freight association territory and in the states of Pennsylvania, Maryland, West Virginia, and Virginia to Toms Brook, Edinburg, New Market, Broadway, Linville, Harrisonburg, Bowling, and Staunton, Va., for milling and shipment of the products to points in Carolina territory, to be unreasonable and unduly prejudicial, dismissed.

Kettle River Co. v. *M. P. Ry. Co.* (52 I. C. C., 73.)

260. Proportional interstate rates on crossties from points in Missouri to St. Louis, Mo., found unduly prejudicial to the extent that they exceed the rates on crossties contemporaneously maintained and applied from the same points to St. Louis on intrastate shipments.

261. Joint rates on crossties from points in Missouri to Madison, Ill., found unduly prejudicial to the extent that they exceed the rates from the same points to St. Louis by more than 1 cent per 100 pounds.

262. Rates on crossties from points in Missouri and other originating territory to Madison and to St. Louis for beyond found to be just and reasonable maximum rates.

263. Increased rates on crossties to Chicago, Ill., from St. Louis and from East St. Louis, Ill., when the latter are used as components of through rates on interstate shipments, found not justified and to be unduly prejudicial to St. Louis and East St. Louis and unduly preferential of Thebes, Ill., and other lower river crossings.

Certain-teed Products Corp. v. *P. R. R. Co.* (52 I. C. C., 84.)

264. Carriers in official classification territory sought by fifteenth section application to be permitted to readjust to the sixth-class basis carload rates on building and roofing paper and paper boards of all kinds throughout the territory and between central freight association territory and trunk line territory and New England territory; *Held*, That they failed to justify the adjustment proposed. Basis for reasonable maximum rates prescribed for the future.

Natchez Chamber of Commerce v. *L. & A. Ry. Co.* (52 I. C. C., 105.)

265. Natchez found to be subjected to undue prejudice with respect to intrastate rates between western Louisiana points and interstate rates beween western Louisiana points and southern Arkansas points.

266. Failure of carriers to accord Natchez joint rates and specific through rates to and from western Louisiana and southern Arkansas points in such manner and to the same extent as (1) between western Louisiana points and (2) between western Louisiana and southern Arkansas points found to subject Natchez to undue prejudice.

267. Application of higher minimum charges on traffic from Natchez than are applied between points in Louisiana on and west of the Mississippi River found to be unduly prejudicial.

268. Defendants required to establish a distance scale of class rates for the transportation of property between Mississippi River crossings, Memphis to

New Orleans, inclusive, and western Louisiana and southern Arkansas points as defined in the report, which shall not exceed the rates contemporaneously applied on like traffic for like distances (1) between western Louisiana points and (2) between western Louisiana points and southern Arkansas points.

269. Commercial conditions and carrier competition not being accepted in justification, water competition having practically disappeared and the distances from lower Mississippi River crossings to the border of the Shreveport triangle being relatively short as compared with distances within the Shreveport triangle, further maintenance of blanket rates between lower Mississippi River crossings and points in Louisiana west of the Mississippi River on the one hand and the triangle on the other hand disapproved.

270. Louisiana & Arkansas Railway and Louisiana & North West Railroad permitted to charge higher interstate rates than standard lines.

271. Determination of fourth section applications reserved pending further hearing in connection with *City of Memphis Case*, 43 I. C. C., 121, and Docket No. 7304, pending.

272. Carriers to submit commodity rates within 90 days from date of service of order.

Larrowe Milling Co. v. *C., W. & L. E. R. R.* (52 I. C. C., 145.)

273. The carload minimum of 40,000 pounds applied by defendants on shipments of dried beet pulp from Wallaceburg, Ontario, to points in the States of New York and New Jersey, during the period from February 18, 1915, to April 1, 1916, held to have been unreasonable in so far as it exceeded 34,000 pounds. Reparation awarded.

Humphreys-Godwin Co. v. *V., S. & P. Ry. Co.* (52 I. C. C., 148.)

274. Rate on cotton seed, in carloads, from Shreveport, La., to Vicksburg, Miss., found to have been unreasonable. Reparation awarded.

275. Demurrage charges found to have been legally applicable and not shown to have been unreasonable.

Royal Milling Co. v. *G. N. Ry. Co.* (52 I. C. C., 151.)

276. Conclusion that complainant is subjected to unjust discrimination by the maintenance of a charge of 2 cents per 100 pounds for milling wheat in transit at Great Falls, Mont., as compared with eastern and western terminal mills, affirmed on rehearing. Complaint dismissed without prejudice.

Cleveland Lumber Co. v. *A. C. R. R. Co.* (52 I. C. C., 159.)

277. Rates on lumber in carloads from Patton Switch, Sunlight, and Ford Switch, Ala, to interstate destinations found to be unduly prejudicial to the extent that they exceed the rates contemporaneously maintained from Manchester, Ala.

Rapson Coal Mining Co. v. *C. & S. Ry.* (52 I. C. C., 164.)

278. Rates on bituminous nut coal, in carloads, from Rapson, Colo., to certain destinations in Oklahoma and Kansas found to have been and to be unreasonable. Reasonable maximum rate prescribed and reparation awarded.

279. Record does not warrant establishment of joint rate over route of movement.

Portland Traffic & Transportation Asso. v. *C. P. Ry. Co.* (52 I. C. C., 167.)

280. Charges legally applicable on logging engines, in carloads, from Portland, Oreg., to Vancouver, British Columbia, found to have been unreasonable and unlawful. Reparation awarded.

Portland Traffic & Transportation Asso. v. *C., M. & St. P. Ry. Co.* (52 I. C. C., 169.)

281. Rates on salt, in carloads, from Portland, Oreg., to certain points in Washington, Idaho, and Montana, and to points in Oregon over interstate routes, not shown to have been or to be unjustly discriminatory or unduly prejudicial. Complaint and supplemental complaint dismissed.

Aetna Explosives Co. v. *Pa. R. R. Co.* (52 I. C. C., 173.)

282. Elimination of free allowance, not to exceed 500 pounds, for dunnage used in connection with carload shipments of dynamite from Sinnemahoning and Emporium, Pa., to South Amboy, N. J., found justified. Complaint and supplemental complaint dismissed.

Crown Willamette Paper Co. v. *H. & B. V. Ry. Co.* (52 I. C. C., 176.)

283. Rates on crude sulphur, in carloads, from Bryan Mound and Freeport, Tex., and Sulphur Mine, La., to Pulp and Lebanon, Oreg., and Camas, Wash., not shown to have been or to be unreasonable or unduly prejudicial. Complaint and supplemental complaint dismissed.

Cabin Creek Consolidated Coal Co. v. *C., H. & D. Ry. Co.* (52 I. C. C., 181.)

284. Defendants' demurrage rules applicable in 1915 and 1916 on shipments of lake cargo coal held at ports on Lake Erie, awaiting transshipment by water, not shown to have been unreasonable or unduly prejudicial. Complainant dismissed.

Ohio Valley Coal Operators Asso. v. *L. & N. R. R. Co.* (52 I. C. C., 187.)

285. Upon complaint attacking as unreasonable and unduly prejudicial the rates on bituminous coal in carloads from mines in western Kentucky on the Louisville & Nashville Railroad and Illinois Central Railroad to points in Ohio, Indiana, and Michigan and seeking the establishment of joint rates to the territory north of the Ohio River, *Held:* That the rates from mines in western Kentucky on the Louisville & Nashville Railroad to Cincinnati, Ohio, are and for the future will be unduly prejudicial to the extent they exceed or may exceed the rates from mines on the Louisville & Nashville Railroad in the Jellico-Middlesboro group in eastern Kentucky and Tennessee by more than 15 cents per net ton; and that otherwise the rates complained of are not shown to violate the act.

Public Utilities Commission of Kansas v. *A. & S. Ry. Co.* (52 I. C. C., 198.)

286. The rates on fresh apples, carloads, from both the northeastern and valley districts of Kansas, to Oklahoma and Texas, are not shown to be either intrinsically unreasonable or unduly preferential of either Arkansas or Colorado to the prejudice and disadvantage of Kansas.

287. There are, however, marked inequalities between the Kansas-Texas adjustment and the rates contemporaneously maintained for distances over 600 miles from New Mexico to Texas, which the defendant carriers should promptly remove.

288. Since the fourth section applications involve the rates on all traffic, including the general class scales, and not only apple rates, action on them will be deferred until a full hearing has been had of the whole question in its broader aspect.

Live-stock loading and unloading charges. (52 I. C. C., 209.)

Upon the facts of record, *Held*, That—

289. The Union Stock Yard & Transit Company of Chicago is a common carrier engaged in interstate commerce and subject to the provisions of the act to regulate commerce.

290. The notice of cancellation of its tariff of charges for loading and unloading live stock, in carloads, at the Chicago stockyards has not been justified.

291. The loading and unloading of live stock, in carloads, at the Chicago stockyards is a duty of the shipper.

292. The loading and unloading of live stock, in carloads, at the Chicago stockyards may be assumed by the carriers in those instances in which their convenience is aided and their equipment conserved by so doing.

293. The loading and unloading service performed by the Union Stock Yard & Transit Company is for the benefit of the shipper, but tends also to the convenience of the line-haul carriers.

294. In the absence of a showing of undue prejudice how much, if any, of the loading and unloading charges at the Chicago stockyards may properly be absorbed by the line-haul carriers is dependent upon the degree to which their interests are served in any particular instance.

295. The failure to absorb all of the charges for loading and unloading live stock at the Chicago stockyards, while absorbing all such charges at certain other markets, has not been shown on this record to produce undue prejudice against shippers of live stock at the Chicago stockyards.

296. The Chicago stockyards are the terminals for receipt and delivery of live stock of the railroad utilizing them.

Western Cement Rates. (52 I. C. C., 225.)

297. Findings of original report revised so as to provide that scale territories I and II, as defined in our original report herein, be consolidated, and that the

rates prescribed as maxima for interstate application for scale territory II, subject to the increase provided for by General Order No. 28 of the Director General, be made applicable to the consolidated territory; that in fixing scale rates between specific points distance via the shortest routes embracing as a maximum the lines or parts of lines of no more than three carriers be used; that Ogiesby, Deer Park, La Salle, and Utica, Ill., be grouped and given the same rates; that in the construction of rates from Kansas gas belt mills short-line distances from Chanute, Kans., be used except that where the short route is through Kansas City average distances from all mills within the group shall be used; that scale II rates, plus increase provided by General Order No. 28, be substituted for scale I rates prescribed as maximum for interstate application in our original report from certain producing points in Michigan and Indiana to points in Illinois.

Aetna Explosives Co. v. *A. G. S. R. R. Co.* (52 I. C. C., 235.)

298. Charges on new tank cars from Milton, Pa., Sharon, Pa., and Warren, Ohio, to points of destination in the southeast, based on combination of the official classification rating to the Virginia cities or Ohio River crossings and the southern classfication rating or commodity rates beyond, found unreasonable and unlawful to the extent that they exceeded lower combination charges applicable via gateways through which the cars moved.

299. Charges on cars forwarded from Milton computed at the rating provided in the southern classification found to have been illegal to the extent that they exceeded the charges that would have accrued at the combination of the official and southern classification ratings. Reparation awarded.

Armour & Co. v. *E. P. & S. W. Co.* (52 I. C. C., 240.)

300. On complaint that allowances paid by defendants for the use of the privately owned refrigerator cars to transport fresh meat and packing-house products within the territory west of El Paso, Tex., Albuquerque, N. Mex., Salt Lake City and Ogden, Utah, are less than reasonable, *Held:* That so long as it is necessary or permissible for complainants to furnish refrigerator cars in which to transport their products, the allowance for the use thereof should be 1 cent a mile on the loaded and empty movements.

Virginia Pine Timber Co. v. *N. Y., P. & N. R. R. Co.* (52 I. C. C., 249.)

301. Upon further consideration, original finding and order herein, 50 I. C. C., 327, modified.

302. Rates on mine props, in carloads, from certain points in Delaware, Maryland, and Virginia to Shenandoah, Pa., and points taking same rates found to have been unreasonable. Reparation awarded.

Tioga Tanning Co. v. *P. R. R. Co.* (52 I. C. C., 252.)

303. Defendant's charge for switching traffic between complainant's plant and defendant's point of interchange with the Baltimore & Ohio Railroad at Hutton, Md., found unreasonable. Reasonable maximum charge prescribed and reparation awarded.

Commercial Club of Omaha v. *B. & O. R. R. Co.* (52 I. C. C., 255.)

304. On complaint that summer excursion fares, effective during the season of 1917 between Omaha, Nebr., and points in the United States east of the Mississippi River and north of the Ohio and Potomac Rivers, and in the Dominion of Canada, north of that territory, were unreasonable, unjustly discriminatory, and unduly prejudicial to the preference of Kansas City and St. Joseph, Mo., *Held:* That the evidence shows that the fare adjustment complained of was unduly prejudicial of Omaha to the preference of Kansas City and St. Joseph as alleged.

Public Service Commission of Washington v. *American Railway Express Co.* (52 I. C. C., 305.)

305. Increased carload commodity express rates on fresh fruits and vegetables from points in the states of Washington, Oregon, and Idaho and on fish from points in the states of Washington and Oregon to all other points on defendant's lines found justified. Complaint dismissed.

Graustein v. *B. & M. R. R.* (52 I. C. C., 269.)

Upon complaint that the rates charged for and the service and facilities given to the transportation of milk in leased cars from Vergennes and Brandon, Vt.,

to Boston, Mass., were unjust, unreasonable, and unduly prejudicial during the period from March 8, 1916, to October 1, 1916, *Held:*

306. That the rates charged on the cars in question were unduly prejudicial. Reparation awarded.

307. That the allegations of the complaint in respect to train service, cars, receiving and loading stations, and caretakers are not sustained by the record.

Union Traction Co. v. *A., T. & S. F. Ry. Co.* (52 I. C. C., 281.)

308. Joint rates not in excess of those contemporaneously maintained by defendant carriers from Oklahoma group points prescribed on gasoline from points on complainant's line south of Coffeyville, Kans., to St. Louis, Mo., and points taking the same rates over complainant's line to Coffeyville, and the Atchison, Topeka & Santa Fe Railway and the Missouri, Kansas & Texas Railway beyond.

309. The record does not justify the establishment of through routes and joint rates on classes and commodities other than gasoline.

Kerr & Co. v. *S. S. Ry. Co.* (52 I. C. C., 287.)

310. Complainants allege upon supplemental complaint that the failure of the defendants promptly to establish the relationship of rates on glass fruit jars and jelly glasses from Sand Springs, Okla., Muncie, Ind., Wheeling, W. Va., and Washington, Pa., to Pacific coast territory required in the original report caused them to suffer damages for which they are entitled to reparation, *Held:* That the proof offered does not establish either the fact or the amount of damage attributable to the rate adjustment. Complaint dismissed.

Texas Cement Plaster Co. v. *A., T. & S. F. Ry. Co.* (52 I. C. C., 293.)

311. Rates on cement plaster, in carloads, from Plasterco, Tex., to destinations in various states, found to have been unduly prejudicial. Reparation denied. The present rates, which were initiated by the Director General of Railroads, and not in issue. Complaint dismissed.

Steinhardt & Kelly v. *Erie R. R. Co.* (52 I. C. C., 304.)

312. Upon complaint that demurrage charges assessed at Jersey City, N. J., on numerous carloads of apples from various interstate points were unlawful in that notices of arrival did not comply with tariff requirements: Found, That such defects are not shown to have been the proximate cause of the detention. Complaint dismissed.

Mobridge Grocery Co. v. *C., M. & St. P. Ry. Co.* (52 I. C. C., 307.)

313. Carload commodity rates for the transportation of wholesale groceries from Chicago and Rock Island, Ill., Duluth and St. Paul, Minn., and points taking same rates to Mobridge, S. Dak., found to be unduly prejudicial to the extent specified in the report.

314. Less-than-carload class rates from Mobridge, S. Dak., to stations in North Dakota and Montana on the line of the defendant, not found to be unduly prejudicial.

315. Reparation denied.

Farmers' Feed Co. v. *Erie R. R. Co.* (52 I. C. C., 317.)

316. Discontinuance of an allowance for reduction in weight due to leakage and evaporation of moisture from brewers' wet grain in transit, found justified. Complaint dismissed.

Tuckerton R. R. Co. v. *P. R. R. Co.* (52 I. C. C., 319.)

317. Upon complaint that the charges assessed on a carload of coal billed from Cortex No. 2 Mine, Pa., to Barnegat, N. J., there held by the carrier, the consignee, for 24 hours and then forwarded as company material via its own line to Tuckerton, N. J., over an intrastate route, were illegal to the extent that they exceeded those that would have accrued at the rate to Barnegat: *Held:* That under the facts of this case the complainant was entitled to ship the coal to itself at Barnegat under the joint rate applying to that point, and to distribute it from Barnegat to points on its line as company material; and that the charges assessed were illegal in so far as they exceeded those that would have accrued under the joint rate to Barnegat.

Duckworth Co. v. *I. C. R. R. Co.* (52 I. C. C., 323.)

318. Rate collected and legally applicable on compressed cotton from New Orleans, La., to Seattle, Wash., for export, found to have been unreasonable. Reparation awarded.

National Steel Rail Co. v. *St. L.-S. F. Ry. Co.* (52 I. C. C., 325.)

319. Rate on old rails and fastenings from New Madrid, Mo, to Madison, Ill., found to have been unreasonable. Reparation awarded.

Doyle v. *La. & N. W. R. R. Co.* (52 I. C. C., 327.)

320. Two carloads of oak lumber from Homer, La., to New York, N. Y., found to have been misrouted by the initial carrier. Reparation awarded.

Central Pennsylvania Lumber Co. v. *B. & S. R. R. Corp.* (52 I. C. C., 329.)

321. Shipments of lumber from Costello, Pa., to Curriers, N Y., found to have been misrouted by the initial carrier. Reparation awarded.

Wis. Granite Co. v. *C. & N. W. Ry. Co.* (52 I. C. C., 330.)

322. Shipments of granite paving blocks, in carloads, from Red Granite, Wis., to Kansas City, Mo., not shown to have been misrouted. Complaint dismissed.

Smith-Connor Hay & Grain Co. v. *A. C. L. R. R. Co.* (52 I. C. C., 331.)

323. Rate on a carload of hay from Breckenridge, Mich, to Charleston, S. C., not shown to have been unreasonable. Shipment found to have been overcharged and reparation awarded.

Calif. Wholesale Potato Dealers Asso. v. *A. E. R. R. Co.* (52 I. C. C., 334.)

324. Defendants' withdrawal of allowance for free transportation of material used in installing an extra deck in cars in connection with shipments of potatoes and onions found justified. Complaint dismissed.

Chattanooga River Brick Co. v. *A. G. S. R. R. Co.* (52 I. C. C., 337.)

325. Rate on common brick, in carloads, from Chattanooga, Tenn., to Fort Payne, Ala., found to have been unreasonable. Reparation awarded.

Stielow Bros. Co. v. *C. & N. W. Ry. Co.* (52 I. C. C., 339.)

326. Rates on bituminous coal, in carloads, to Niles Center, Ill., from points on defendants' lines in Pennsylvania, West Virginia, Kentucky, Ohio, Indiana, and from mines in Illinois by way of interstate routes found unreasonable and unduly prejudicial. Reasonable and nonprejudicial relationship of rates prescribed for the future. Reparation denied.

Hite & Rafetto v. *C. R. R. Co. of N. J.* (52 I. C. C., 344.)

327. Demurrage charges collected on various shipments of bituminous coal arriving at defendant's pier in Elizabethport, N. J., during February and March, 1916, under the tidewater average plan, while complainants maintained barges at defendant's pier, registered to receive such coal, found illegal to the extent stated in the report.

Big Sandy & Cumberland R. R. Co. (52 I. C. C., 347.)

328. Joint rates between the Norfolk & Western Railway and the Big Sandy & Cumberland Railroad, the divisions thereof, and the rules, regulations, and practices applicable thereto, in effect at the time of the hearing, not shown to have been unduly preferential or otherwise unlawful. Proceeding discontinued.

Crowe & Co. v. *N. P. Ry. Co.* (52 I. C. C., 351.)

329. Minimum weight of 30,000 pounds on concrete mixers, in carloads, from Waterloo, Iowa, to Tacoma, Wash., found not unreasonable. Complaint dismissed.

Feeders' Supply Co. v. *C., B. & Q. R. R. Co.* (52 I. C. C., 353.)

330. Rate on cottonseed-hull bran, in carloads, from East St. Louis, Ill., to Kansas City, Mo., found to have been and to be unreasonable. Reparation awarded and reasonable maximum rate prescribed.

Horst Co. v. *S. P. Co.* (52 I. C. C., 356.)

331. Rates on hops, in carload and less than carloads, from certain points in California to certain eastern destinations found to have been unduly prejudicial. Reparation awarded.

Bernard, Judae & Co. v. *C., M. & St. P. Ry. Co.* (52 I. C. C., 361.)

332. Charges on a less-than-carload shipment of egg albumen from Tacoma, Wash., to Chicago, Ill., found to have been unreasonable. Reparation awarded.

Zelnicker Supply Co. v. *M. S. S. Co.* (52 I. C. C., 363.)

333. Charges on five carloads of old rails and angle bars from Jersey City, N. J., to Louin, Miss., found to have been illegal and unreasonable. Reparation awarded.

Louisville passenger fares. (52 I. C. C., 366.)

334. Fifteenth section applications of the Louisville & Southern Indiana Traction Company and the Louisville & Northern Railway & Lighting Company for permission to file schedules increasing the fares for the transportation of passengers between Louisville, Ky., and Jeffersonville, Ind., and New Albany, Ind., respectively, granted to the extent that the fares therein established do not exceed 7 cents.

Wheeler Lumber Bridge & Supply Co. v. *C., R. I. & P. Ry. Co.* (52 I. C. C., 370.)

335. Rates on lumber and articles taking the same rates, or rates related thereto, in carloads, from Kansas City, Mo., to Des Moines, Iowa, found unreasonable and unduly prejudicial to the extent that they exceed or may exceed the rates contemporaneously maintained by the defendants on like traffic from St. Louis, Mo., to Des Moines, Iowa, and defendants required to establish rates on the basis specified.

Curry Grocery Co. v. *S. Ry. Co.* (52 I. C. C., 373.)

336. Complaint attacking rate on sugar in carloads from New Orleans, La., to Harrodsburg, Ky., dismissed, the Director General of Railroads not having been made a party defendant and the present adjustment having removed the cause of complaint.

Boise Commercial Club v. *O. S. L. R. R. Co.* (52 I. C. C., 375.)

337. Rate on dried fruit in sacks in carloads, and in sacks and boxes, in mixed carloads, from Fresno and other California producing points to Boise, Idaho, by way of Ogden, Utah, not shown to have been unreasonable or unduly prejudicial. Complaint dismissed.

National Supply Co. v. *U. P. R. R. Co.* (52 I. C. C., 379.)

338. Rate on semianthracite coal, in carloads, from Hackett, Ark., to Cedar Rapids, Nebr., not shown to have been unreasonable or unduly prejudicial. Complaint dismissed.

Bute Co. v. *A., T. & S. F. Ry. Co.* (52 I. C. C., 380.)

339. Rate on common window glass, in carloads, from certain Kansas points to Houston, Tex., not shown to be unreasonable, but found unduly prejudicial to the extent that it exceeds or may exceed by more than 7 cents per 100 pounds the rate contemporaneously applicable from the same points of origin to Waco, Tex., and San Antonio, Tex., found entitled to the basis of rates contemporaneously applicable to Houston from same points of origin. A proper relationship of rates prescribed.

Du Pont de Nemours & Co. v. *N. Y., P. & N. R. R. Co.* (52 I. C. C., 384.)

340. Rates on nitrate of soda, in carloads, from Norfolk, Va., to Gibbstown, N. J., found to have been unreasonable to the extent indicated. Reparation awarded.

Atlas Portland Cement Co. v. *N. & B. R. R. Co.* (52 I. C. C., 387.)

341. Rates on interstate traffic to and from points on the Northampton & Bath Railroad found to have been unreasonable. Reparation awarded.

Aetna Explosives Co. v. *L. & N. R. R. Co.* (52 I. C. C., 391.)

342. Assessment of import rate, applicable from ship side, to complainants' shipments of nitrate of soda from warehouse at Pensacola, Fla., to North Birmingham, Ala., not in accord with tariff. Domestic rate applicable not found unreasonable or otherwise unlawful. Complaint dismissed.

Aetna Explosives Co. v. *C. & E. I. R. R. Co.* (52 I. C. C., 393.)

343. Minimum charges assessed on less-than-carload shipments of high explosives from Fayville, Ill., to interstate destinations on the line of the Grand Trunk Western Railway found to be unjust and unreasonable. Reasonable joint minimum charge prescribed.

Naylor & Co. v. *D., L. & W. R. R. Co.* (52 I. C. C., 397.)

344. Storage charges assessed at Hoboken, N. J., on certain carloads of pig iron found unreasonable. Reparation awarded.

Perrine v. *O. S. L. R. R. Co.* (52 I. C. C., 345.)

345. Storage charges legally applicable at Twin Falls, Idaho, on 11 carloads of steel rails from Joliet and South Chicago, Ill, found to have been unreasonable to the extent that they exceeded $1 per car per day. Outstanding undercharges waived and complaint dismissed.

Shane Bros. & Wilson Co. v. *P. R. R. Co.* (52 I. C. C., 403.)

346. Carload shipments of flour from points in certain western states to Philadelphia, Pa., for export, there unloaded and stored on defendant's pier, later removed by complainant, reconditioned at Philadelphia, returned to defendant's pier, and subsequently exported, found, under the particular circumstances, to have been export shipments and to have been overcharged. Reparation awarded.

Procter & Gamble Mfg. Co. v. *P. R. R. Co.* (52 I. C. C., 406.)

347. Rates on crushed stone, in carloads, from Lambertville, N. J., to Port Ivory, N. Y., found to have been and to be unreasonable. Reparation awarded.

Kansas City Hay Dealers Asso. v. *C., B. & Q. R. R. Co.* (52 I. C. C., 408.)

348. The combination rates in effect prior to June 25, 1918, and applied by defendants on hay moving over the Chicago, Burlington & Quincy Railroad from points in Kansas, Nebraska, Wyoming, South Dakota, Montana, and Colorado, other than Colorado common points, to Kansas City, Mo., and there reconsigned by way of that road and its connections to Chicago, Peoria, East St. Louis, Ill., Keokuk, Iowa, St. Louis, Mo., St. Paul, Minneapolis, and Duluth, Minn., Ashland, Wis., and points taking the same rates not shown to have been unreasonable or unduly prejudicial. No finding made respecting the present increased rates. Complaint and supplemental complaint dismissed.

Larkin Co. v. *Erie R. R. Co.* (52 I. C. C., 413.)

349. Lamps, complete with globes or shades of the framed-glass type, with the glass panels removed from the frames and packed separately in the same outer shipping container, held to have been within the official classification description of "Globes or Shades, Lamp: Coppered, leaded, or framed glass" during the period April 1, 1915, to November 1, 1916.

350. Increased ratings in the official classification on lamps, complete with globes or shades, not found justified and ratings not in excess of one and one-fourth times first class, less than carloads, and third clas, minimum 14,000 pounds, subject to rule 27 of the classification, carloads, found reasonable on oil, gas, and electric lamps with globes or shades of the framed-glass type with the glass in the frames or detached and in the same outer container, and third class, minimum 14,000 pounds, subject to rule 27 of the classification, carloads, on lamps complete with globes or shades of one piece of glass. Reasonable maximum ratings prescribed.

W. Va. Rail Co. v. *S. Ry Co.* (52 I. C. C., 419.)

351. Rates on scrap steel rails, in carloads, from New Orleans, La., to Huntington, W. Va., found to have been unreasonable to the extent that they exceeded the aggregate of the intermediate rates contemporaneously in effect to and from Lexington, Ky. Reparation awarded.

Aetna Explosives Co. v. *A. G. S. R. R. Co.* (52 I. C. C., 423.)

352. Rates legally applicable on sulphuric acid in tank-car loads from various points in Mississippi, Alabama, and Georgia to Copperhill, Tenn., found to have been and to be unreasonable. Reasonable maximum rates prescribed and reparation awarded.

Du Pont De Nemours Powder Co. v. *D. & R. G. R. R. Co.* (52 I. C. C., 427.)

353. Rate on nitrating acid, in carloads, from Louviers, Colo., to Hopewell, Va., found to have been unreasonble. Reparation awarded.

N. O., Natalbany & Natchez Ry. Co. v. *I. C. R. R. Co.* (52 I. C. C., 429.)

354. Complainant not entitled to a divisional allowance in connection with certain shipments of hardwood logs which originated at Grangeville Junction, La., on the New Orleans, Natalbany & Natchez Railway, and moved from

Natalbany, La., to Memphis, Tenn., over the rails of the Illinois Central Railroad. Complaint dismissed.

Nephi Plaster & Mfg. Co. v. *A., T. & S. F. Ry. Co.* (52 I. C. C., 433.)

355. Rates on plaster, in carloads, from Gypsum, Utah, to points in California on the lines of the Atchison, Topeka & Santa Fe Railway Company and Southern Pacific Company, found unjust and unreasonable Just and reasonable rates prescribed.

Public Utilities Commission of Colo. v. *A. T. & S. F. Ry. Co.* (52 I. C. C., 439.)

Upon original and supplemental complaints attacking substantially all class and many commodity rates between Colorado common points and points south and east thereof and from Denver and other points in Colorado taking the same rates to destinations in Western States, in effect, April 21, 1916, when the original complaint was filed, and as increased June 25, 1918, under General Order No. 28, issued by the Director General of Railroads; *Held:*

356. That the record is not convincing that the class rates in effect April 21, 1916, between Chicago, the Mississippi River and the Missouri River, on the one hand, and Colorado common points, on the other, were or that those initiated by the Director General and made effective June 25, 1918, are unjust, unreasonable, or unduly prejudicial.

357. That although certain of the commodity rates from Chicago and the rivers to Colorado common points appear to have been and to be relatively high by comparison with rates on like articles from the same originating territories to Utah common points, no adequate basis for a readjustment has been laid in this record.

358. That the class rates made effective June 25, 1918, which carry the increase of 25 per cent ordered by the Director General, between Denver and Pueblo and certain points in interior Kansas and Nebraska; between Denver and points grouped therewith and Galveston, Tex., and intermediate points in Texas via the route designated; from Denver and other points in Colorado taking the same rates to certain stations on the Atchison, Topeka & Santa Fe Railway, Santa Fe, Prescott & Phoenix Railway, and Rio Grande, El Paso & Santa Fe Railroad in New Mexico, Arizona, and Texas; and from Denver and Denver rate points in Colorado to certain stations on the Chicago, Burlington & Quincy Railroad in Nebraska, South Dakota, and Wyoming; are, and for the future will be, unjust, unreasonable, and unduly prejudicial to the extent that they exceed the maxima herein prescribed.

359. That with the exception indicated above, the record does not show the class rates to stations north, south, and west of Denver on the lines of defendants herein to have been or to be unjust, unreasonable, or unduly prejudicial.

360. That there is no basis for a finding that the ocean-rail and rail-ocean-rail class and commodity rates from Atlantic seaboard territory to Colorado common points via the ports of Galveston, Tex., in effect when the complaint was filed, or as subsequently increased, were, or are, unjust, unreasonable, or unduly prejudicial, except to the extent that they exceed the combination rates contemporaneously maintained through the port of Galveston.

361. That no necessity has been shown for the establishment of outbound commodity rates from Denver to western destinations.

King & Co. v. *N., C. & St. L. Ry.* (52 I. C. C., 481.)

362. Reparation awarded on shipments of citrus fruits from points in Florida to points in Tennessee.

Carey Co. v. *A. G. S. R. R. Co.* (52 I. C. C., 484.)

363. Rates on expansion paving joints, in carloads, from Lockland, Ohio, to various Pacific coast destinations found to have been unreasonable. Reparation awarded.

Ferguson Lumber Co. v. *L. & A. Ry. Co.* (52 I. C. C., 486.)

364. Carload of lumber from Spring Hill, La., to Johnstown, Pa., found to have been misrouted. Reparation awarded.

N. O. Joint Traffic Bureau v. *K. C. S. Ry. Co.* (52 I. C. C., 488.)

365. Rates on lumber and articles taking the same rates and on box lumber or shooks, heading, hoops, and staves, in carloads, from New Orleans, La., to certain Texas destinations found to have been and to be unreasonable. Reparation awarded.

Nashville Roller Mills v. *C., R. I. & P. Ry. Co.* (52 I. C. C., 491.)

366. Rates applicable on flour in carloads from Portland, Corvallis, and Silverton, Oreg., to Nashville, Tenn., determined. Complaint dismissed.

Tweed Lumber Co. v. *S. Ry. Co.* (52 I C. C., 493.)

367. Rates applicable on lumber in carloads from Westville, S. C., to Bath Beach, N. Y., not shown to have been unreasonable or unduly prejudicial. Three shipments found to have been overcharged and reparation awarded.

Page & Hill Co. v. *C., St. P., M. & O. Ry. Co.* (52 I. C. C., 495.)

368. Rate of 22 cents per 100 pounds on cedar posts, in carloads, from Spur 325, near Boy River, Minn., to Morrison, Ill., by way of Minnesota Transfer, Minn., found to have been legally applicable and not shown to have been unreasonable. Complaint dismissed.

Coffeyville Mercantile Co. v. *A., T. & S. F. Ry. Co.* (52 I. C. C., 497.)

369. Following *Coffeyville Mercantile Co.* v. *A., T. & S. F. Ry. Co.*, 33 I. C. C., 122, 34 I. C. C., 231, claim for reparation on shipments from St. Louis, Mo., and other points to Coffeyville and Independence, Kans., denied. Complaint and supplemental complaint dismissed.

Savage Tire Co. v. *A., T. & S. F. Ry. Co.* (52 I. C. C., 499.)

370. Rates on flat wire braid, in carloads and less than carloads, from Niles, Mich., to San Diego, Cal., and on less than carloads of the same commodity from Weehawken, N. J., to San Diego found to have been and to be unreasonable to the extent that they exceeded or may exceed the contemporaneously applicable fourth-class rate, carloads, and the first-class rate, less than carloads, from Niles to San Diego, and the first-class rate, less than carloads, from Weehawken to San Diego. Measure of reasonable maximum rates prescribed and reparation awarded.

Waukesha Lime & Stone Co. v. *C., M. & St. P. Ry. Co.* (52 I. C. C., 503.)

371. Defendant's increased charge for switching interstate shipments in Waukesha, Wis., found justified. Complaint dismissed.

Aetna Explosives Co. v. *Director General.* (52 I C. C., 505.)

372. Rate on sulphuric acid, in tank-car loads, from New Orleans, La., to Oakdale, Pa., found to have been unreasonable. Reparation awarded.

Alkire-Smith Auto Co. v. *A., T. & S. F. Ry. Co.* (52 I. C. C., 507.)

373. Charges legally applicable on self-propelling vehicles and parts thereof, in carloads, from eastern defined territories to Utah common points found to have been unreasonable. Reparation awarded.

International Paper Co. v. *L. E. & W. R. R. Co.* (52 I. C. C., 514.)

374. Rates on news print paper, in carloads, from Niagara Falls, N. Y., to Little Rock and Fort Smith, Ark., found to have been unreasonable over certain routes but not over the Lehigh Valley Railroad as initial carrier. Reparation awarded.

375. Increased rate, effective January 29, 1915, from Niagara Falls to Fort Smith, found to have been justified.

Dixie Portland Cement Co. v. *N., C. & St. L. Ry.* (52 I. C. C., 517.)

376. Rate on portland cement, in carloads, from Richard City, Tenn., to Jennings, La., found to have been and to be unreasonable. Measure of maximum reasonable rate prescribed and reparation awarded.

377. Fourth section relief denied.

Betts v. *Director General.* (52 I. C. C., 519.)

378. Rate on iron ore, in carloads, from Barkwood, Ga., to Middlesborough, Ky., found to have been and to be unreasonable. Measure of reasonable maximum rate prescribed and reparation awarded.

San Antonio Freight Bureau v. *I. & G. N. Ry. Co.* (52 I. C. C., 521.)

379. Rate on iron and iron articles, in carloads, from Laredo to San Antonio, Tex., originating at Monterey, Mexico, not shown to be unreasonable or unjustly discriminatory. Complaint and supplemental complaint dismissed.

Gamble-Robinson Co. v. *C., St. P., M. & O. Ry. Co.* (52 I. C. C., 523.)

380. Charges on a carload of potatoes from Duluth to Minneapolis, Minn., reshipped to Centralia, Ill., not shown to have been unreasonable. Complaint dismissed.

Standard Oil Co. v. *A., T. & S. F. Ry. Co.* (52 I. C. C., 525.)

381. Original findings with respect to legally applicable rates on liquid petrolatum, in carloads, from Richmond, Calif., to certain destinations modified and adjustment of charges directed on basis herein set forth.

Haas & Co. v. *T. & P. Ry. Co.* (52 I. C. C., 527.)

382. Rates on cotton from points in Louisiana on defendants' Eunice branch to New Orleans, La., for export or interstate movement, not found unreasonable or unduly prejudicial. Complaint and supplemental complaint dismissed.

Du Pont de Nemours & Co. v. *P, C, C. & St. L. R. R. Co.* (52 I. C. C., 533.)

383. Rate on cottonseed-hull shavings, in carloads, from East St Louis, Ill., to Hopewell, Va., found to have been unreasonable prior to July 1, 1916. Reparation awarded.

Du Pont de Nemours Powder Co. v. *H. & B. V. Ry. Co.* (52 I. C. C., 538.)

384. Rates on sulphur, in carloads, from Bryan Mound, Tex., to Connable, Ala., found on rehearing to have been unreasonable and reparation awarded.

385. Fourth section relief denied.

Pine Plume Lumber Co. v. *A. R. R. Co.* (52 I. C. C., 541.)

386. Rate on lumber in carloads, from Gable, S C., to East Norwood, Ohio, in effect at time of shipment, by way of Potomac Yard, Va., not shown to have been unreasonable. No basis of record for finding as to subsequently increased rates.

387. Shipment found to have been misrouted and reparation awarded.

Zelnicker Supply Co. v. *L. W. R. R. Co.* (52 I. C. C., 543.)

388. Charges on a carload of steel relay rails from Gueydan, La., to East St. Louis, Ill., found to have been unreasonable. Reparation awarded.

Bright-Brooks Lumber Co. v. *H. & B. R. R. & L. Co.* (52 I. C. C., 545.)

389. Rates on lumber, in carloads, from Miley, S. C., to Norfolk, Va., and North Philadelphia and Chester, Pa., not shown to have been unreasonable. Complainant not shown to have been damaged by the alleged undue prejudice. Complaint dismissed.

Refinite Co. v. *C. & N. W. Ry. Co.* (52 I. C. C., 548.)

390. Charges on carload shipments of crude clay in bulk from Buffalo Gap, S Dak., to Des Moines, Iowa, found to have been unreasonable. Reparation awarded.

American Agricultural Chemical Co. v. *C. R. R. Co. of N. J.* (52 I. C. C., 550.)

391. Rates on acid phosphate, in carloads, from Carteret, N. J., to Philadelphia, Pa., found to have been unreasonable. Reparation awarded.

N. W. Trading Co. v. *Adams Express Co.* (52 I. C. C., 552.)

392. Express charges on horses, in carloads, from Pittsburgh, Pa., to Jersey City, N. J., found on reargument to have been unreasonable. Reparation awarded.

Anheuser-Busch Brewing Asso. v. *C., R. I. & P. Ry. Co.* (52 I. C. C., 555.)

393. Defendants' rule, published as an exception to the western classification, providing for the application of 15 per cent of the appropriate class rates from Clifton, Ariz., to El Paso, Tex., on shipments of returned empty beer containers from Clifton to the original consignor of the filled containers, at St. Louis, Mo., construed. Complaint and supplemental complaint dismissed.

Natchez Chamber of Commerce v. *A. H. T. Ry. Co.* (52 I. C. C., 558.)

394. Class rates between Natchez, Miss., and Texas points found unreasonable and unduly prejudicial to the extent that they exceed for like distances class rates contemporaneously maintained between Shreveport, La., and Texas points.

395. Class rates between Natchez and Houston-Galveston group found unduly prejudicial in so far as they exceed for like distances the class rates contem-

poraneously maintained between Shreveport and Texas points in common-point territory.

396. Carload rates on cattle, horses, and mules from Texas points to Natchez found unduly prejudicial to the extent that they exceed for distances of 750 miles or less the rates for like distances contemporaneously maintained from Texas points to Shreveport, La., and for distances greater than 750 miles, the rates from the same points to Shreveport by more than 6 cents per 100 pounds.

397. Carload rates on salt from Grand Saline, Tex., to Natchez, Miss., found unduly prejudicial to the extent that they exceed rates contemporaneously maintained from Grand Saline to Vicksburg, Miss., and New Orleans, La.

398. Carload rate of 23 cents on cement plaster from Acme and Plasterco, Tex., to Natchez found to have been and to be unduly prejudicial to the extent that it exceeded and exceeds rates from the same points to New Orleans and Vicksburg, and unreasonable to the extent that it exceeded 18 cents per 100 pounds prior to June 25, 1918, and subsequent to that date to the extent that it exceeded and exceeds 20 cents per 100 pounds.

399. Portions of fourth-section applications of defendants which seek authorization to maintain class and commodity rates between Natchez and Texas points higher than the aggregate of intermediates, to maintain rates between Natchez and Texas points other than the Houston-Galveston group which are lower than the rates contemporaneously maintained on like traffic from, to, or between intermediate points, and to maintain rates on cement plaster from Acme and Plasterco, Tex., to Jackson, Miss., and New Orleans, La., which are lower than the rates contemporaneously maintained on like traffic to Natchez, denied.

400. Portions of Fourth Section Application No. 677, which seek authorization to maintain lower rates on salt from Grand Saline to Natchez than to intermediate points on the Texas & Pacific Railway, Willow Glen to Ferriday, La., inclusive, granted as to points on the Texas & Pacific between Addis and Ferriday, La.

401. Carriers representing indirect lines between Natchez and points in Texas authorized to meet rates made by direct lines and to continue higher rates to intermediate points, provided such intermediate rates do not exceed the scales prescribed.

Sloss-Sheffield Steel & Iron Co. v. *L. & N. R. R. Co.* (52 I. C. C., 576.)

402. Upon further consideration of the record, *Held:* That rates on pig iron in carloads from southern blast furnaces to Ohio River crossings and to certain points in central freight association territory were, between April 17, 1910, and October 1, 1914, unreasonable to the extent of 35 cents per long ton; that the rail-and-water rates to interior New England points between April 17, 1910, and June 25, 1918, were unreasonable to the extent that they exceeded rates based on $4.50 per long ton from the Birmingham, Ala., district to Boston, Mass., or Providence, R. I., plus a handling charge of 40 cents per long ton, plus 75 per cent of the local rates beyond contemporaneously in effect; and that during the last-named period rail-and-water rates from other originating points concerned to interior New England points were unreasonable to the extent that they exceeded rates based on the established differential relationship to the rates from the Birmingham, Ala., district.

403. Reparation awarded.

Lanier Bros. v. *L. & N. R. R. Co.* (52 I. C. C., 580.)

404. Rate charged on cottonseed feed meal, in carloads, from Birmingham, Ala., to Nashville, Tenn., found to have been legally applicable and not shown to have been unreasonable. Complainants not shown to have been damaged by the alleged discrimination. Complaint dismissed.

Rock Hill Buggy Co. v. *S. Ry. Co.* (52 I. C. C., 583.)

405. Rates on vehicle parts from certain points in trunk line and New England territories to Rock Hill, S. C., not shown to have been unduly prejudicial, but found to have been unreasonable to the extent that they exceeded the aggregates of the intermediate rates contemporaneously in effect on like traffic from and to the same points.

406. Rates on vehicle parts from certain points in central freight association territory and from certain Ohio River crossings to Rock Hill not found to have been unreasonable, but found to have been unduly prejudicial.

407. Special iron rates from Cincinnati and Cleveland, Ohio, to Rock Hill not shown to have been unreasonable or unduly prejudicial.

408. Rates on bar iron, carloads, from Pittsburgh, Pa., and on carriage dashes, any quantity, from Buffalo, N. Y., to Rock Hill not found to have been unreasonable or unduly prejudicial.

409. Rates on vehicle wheels, carloads, from Oxford, N. C., to Rock Hill found to have been unreasonable.

410. Reparation denied for want of proof that complainant was damaged. Present rates were initiated by the Director General of Railroads, who is not a party defendant. Complaint dismissed.

411. Fourth section relief denied.

Chanute Refining Co. v. *A., T. & S. F. Ry. Co.* (52 I. C. C., 593.)

412. Upon complaint that the charges on new empty tank cars on their own wheels from Milton, Pa., and North St. Louis, Mo., to Chanute, Kans., and Cushing, Okla., and a tariff rule providing that new or newly acquired tank cars, moved empty to home or loading point, must be billed at regular tariff rates, were unreasonable, unjustly discriminatory, and unduly prejudicial; *Held*, That the allegations have not been sustained. Complaint dismissed.

Rates on and classification of lumber and lumber products. (52 I. C. C., 598.)

413. The Commission is empowered, under sections 1, 3, and 15 of the act, to prescribe a classification of lumber and lumber products.

414. When the movement of given articles at commodity rates is to such an extent predominant that the class rates can no longer be regarded the normal adjustment, it is desirable to ascertain whether or not a standardization of rate relationships such as the classifications were intended to afford can again be effected, upon a new basis different from that found inadequate in the existing classifications.

415. Classification should rest in the first instance upon those factors which are definite and readily ascertainable, such as value, risk, and car loading.

416. The range of values of common lumber to such an extent embraces the values of the other articles under consideration as to make impracticable and unjust a differentiation in rates based on value. This element should be considered only in fixing the basic lumber rate and its relationship to rates on commodities not so intimately related to lumber as those here under consideration.

417. The car loading of lumber and lumber products constitutes to a considerable extent the determinative factor in their classification.

418. A percentage relationship between lumber and articles which should take related rates will affect a fairer distribution of transportation costs than the observance of flat differentials.

419. The present record affords no basis for prescribing different rates for different minima.

420. Rates on lumber products should not exceed commodity rates contemporaneously maintained on lumber by more than is indicated in the lumber list suggested herein.

421. Poles and piling from the north Pacific coast and the inland empire should take rates no higher than are contemporaneously applied on fir lumber.

In the matter of bills of lading. (52 I. C. C., 671.)

Pursuant to an order of investigation instituted by the Commission upon its own motion and after due hearing and inquiry into the general subject of the form and substance of bills of lading, and of the practices of carriers in respect to the issuance, transfer, and surrender thereof, and upon consideration of all the facts of record and of the common law affecting bills of lading, its modification by Federal statutory law, and the duties and powers of the Commission thereunder;

Held: With respect to domestic traffic moving in interstate commerce:

422. That the numerous complaints made to the Commission in the past alleging unfair and varying practices of carriers in the interpretation and application of the rules and regulations contained in their present bills of lading, the great importance of the bill of lading, not only in transportation usage, but as an assignable and negotiable instrument in commercial transactions and the uncertainties in which shippers, carriers, and other interested parties frequently find themselves involved respecting questions arising in connection with bills of lading, have made it imperative that the Commission take appropriate action for the purpose of formulating and prescribing uniform bills of lading.

423. That the Commission has authority in a proper proceeding under the law to require carriers subject to the act to regulate commerce to comply with the provisions of the law respecting the issuance of bills of lading; to file with it the rules and regulations which they write into their bills of lading; to require that uniform rules and regulations be adopted by them; and to determine what are reasonable and nondiscriminatory rules and regulations.

424. That with respect to the application of the Cummins amendment to the act to regulate commerce, property transported by carriers subject thereto may be put into three classes: (*a*) "Ordinary live stock" as to which no limitation of liability whatsoever is lawful; (*b*) property, other than ordinary live stock, concerning which the carrier may upon proper authorization, obtained from the Commission, be permitted to contract for a limitation of the measure of its liability—that is, of the amount of recovery; (*c*) property, other than ordinary live stock, as to which the carrier has not obtained authorization to contract for a limitation of its liability and as to which, therefore, no limitation of liability is lawful.

425. Various findings in conformity with this interpretation of the law made in respect of the proposed rules and regulations and a form of bill of lading designated and described as Appendix B, applicable to domestic shipments moving in interstate commerce prescribed for use upon all lines subject to the act to regulate commerce;

Held: With respect to questions affecting export traffic, and with respect to those involving the issuance and use of bills of lading applicable to the transportation of shipments from a point in the United States to a point in a nonadjacent foreign country:

426. That the transportation of traffic from an inland point in the United States to a port of export, for export, is subject to all the provisions of section 1 of the act, even though the transportation to the port is performed wholly within the confines of the State in which it originates, and whether the traffic be carried on local or through bills of lading.

427. That the Cummins amendment does not apply to traffic to a nonadjacent foreign country.

428. That while the Commission's authority over bills of lading to nonadjacent foreign countries is more limited and attaches more indirectly than in case of bills covering domestic interstate traffic, or traffic to an adjacent foreign country, it nevertheless does have authority over the rules, regulations, and practices of inland carriers subject to the act to regulate commerce, when, and if, they join in through bills of lading to nonadjacent foreign countries, and it requires such rules and regulations to be published and filed.

429. A form of bill of lading which the Commission finds would be just, reasonable, and lawful to be used upon the lines of all carriers subject to the act to regulate commerce on export traffic to nonadjacent foreign countries prescribed and referred to and designated in the report as Appendix D.

Public Service Commission of Washington v. *A. & V. Ry. Co.* (53 I. C. C., 1.)

430. Since the resubmission of this case, the Director General of Railroads has initiated transcontinental passenger fares, both one way and round trip, differing in amount, and in certain instances in relationship, from those herein assailed. The fares so initiated are subject to review only upon complaint as provided in the Federal-control act. Complainant, although afforded the opportunity, has not filed a supplemental complaint attacking the present effective fares and making the Director General a party. As the only relief sought is with respect to fares for the future, the complaint is dismissed.

Anderson-Tully Co. v. *I. C. R. R. Co.* (53 I. C. C., 5.)

431. Following the *Rates on Lumber and Lumber Products*, 52 I. C. C., 598, rates on built-up gumwood from Memphis, Tenn., and Cedars, Miss., to certain territory in western trunk line, central freight association, and eastern trunk line territories found to have been unduly prejudicial to the extent that they exceeded by more than 10 per cent the rates on gumwood lumber from and to the same points. Reparation denied and complaint dismissed.

432. Investigation and Suspension Docket No. 701 discontinued.

Rock City Spoke Co. v. *L. & N. R. R. Co.* (53 I. C. C., 11.)

433. Following *Rates on Lumber and Lumber Products*, 52 I. C. C., 598, rates on oak and hickory spokes in the white from Nashville, Tenn., to Ohio River crossings and points in central freight association and western trunk line terri-

tories found to have been unduly prejudicial to the extent that they exceeded the rates on hardwood lumber. Complaint dismissed.

Zelnicker Supply Co. v. *C., B. & Q. R. R. Co.* (53 I. C. C., 15.)

434. Rate on empty tank cars on their own wheels from Central City, Nebr., to East St. Louis, Ill., not shown to have been unreasonable. Cars found to have been overcharged and reparation awarded.

Weed Lumber Co. v. *S. P. Co.* (53 I. C. C., 17.)

435. Rate on sash, doors, and moulding, in carloads, from Weed, Cal., to Gallup, N. Mex., and Flagstaff, Ariz., found unreasonable and reparation awarded. Rate on like commodities from Weed to Albuquerque, N. Mex., not shown to have been unreasonable or unduly prejudicial, but reparation awarded on one shipment found to have been overcharged.

W. Va. Rail Co. v. *I. C. R. R. Co.* (53 I. C. C., 21.)

436. Rates on iron and steel rails, in carloads, from Huntington, W. Va., to certain points in Kentucky and Tennessee found to have been justified. Reparation denied and complaint dismissed.

437. Fourth section relief granted in part.

Kaw River Sand & Material Co. v. *A., T. & S. F. Ry. Co.* (53 I. C. C., 28.)

438. A Santa Fe tariff provided a rate of 1 cent per 100 pounds on sand from Turner, Kans., to Kansas City, Mo., and to Sheffield, Mo. A Kansas City Southern tariff contained a switching charge of $5 per car from Sheffield, a connection with the Santa Fe at Sheffield, to the destinations in question, also within the switching district. It carried lower switching charges to the same destinations from Mill Street yard in Kansas City, Kans., a connection with the Kansas City Terminal Railway. Under some arrangement between the Santa Fe and the Terminal Railway the Santa Fe operated over the Terminal Railway tracks from State Line to Mill Street yard. On shipments moved that way charges were assessed as if they had moved via Sheffield. *Held*, That in extending its service over the Terminal Railway tracks to Mill Street yard the Santa Fe put that point on its tracks and that shipments that were so delivered to the Kansas City Southern and upon which it charged its switching charges from Sheffield were overcharged to the extent that the charges so assessed exceeded those provided in its tariff as applicable from its connection with the Terminal Railway at Mill Street yard.

439. Defendants may not lawfully hold one shipper to the more expensive route via Sheffield and "for operating convenience" serve other shippers via the Mill Street yard route under lower charges. Neither may they lawfully transport shipments via the Mill Street yard route without provision therefor in their tariffs and apply charges as for the movement via Sheffield. If the Santa Fe is to operate over the Terminal Railway tracks to Mill Street yard, the tariff of the Santa Fe should be promptly amended to show its charge for service to that point, and, in the interests of definiteness and clearness, the Kansas City Southern switching tariff should be amended to show that connection with the Santa Fe.

Allen v. *L. V. R. R. Co.* (53 I. C. C., 33.)

440. Charges on a carload shipment of registered Guernsey cows from West Salem, Wis., to Ithaca, N. Y., stopped at Milwaukee, Wis., to finish loading, found to have been unreasonable. Reparation awarded.

Nashville Traffic Bureau v. *L. & N. R. R. Co.* (53 I. C. C., 37.)

441. Rate charged on coal, in carloads, from western Kentucky mines on defendant's lines to Nashville, Tenn., found to have been unreasonable. Reparation awarded.

Redmond v. *Adams Express Co.* (53 I. C. C., 39.)

442. Rule governing the delivery at Richmond, Va., of whisky for medicinal purposes, shipped by express from Baltimore, Md., not shown to have been or to be unreasonable or unduly prejudicial. Complaint dismissed.

Sheldon Axle & Spring Co. v. *L. V. R. R. Co.* (53 I. C. C., 43.)

443. Switching charges between complainant's plant located exclusively on the Lehigh Valley Railroad at Wilkes-Barre, Pa., and connections with certain other lines reaching that point, not found unreasonable or in violation of the fourth section of the act. Complaint dismissed.

Acme Cement Plaster Co. v. *A., C. & Y. Ry. Co.* (53 I. C. C., 46.)

444. Carload rates on gypsum hollow building tile from Grand Rapids, Mich., to points in central freight association territory not shown to have been, or to be, unreasonable, but found to have been, and to be, unduly prejudicial to complainant to the extent that said rates exceed rates contemporaneously applicable to carload shipments of clay hollow building tile. Reparation denied.

Strasburg Steam Flouring Mills v. *S. Ry. Co.* (53 I. C. C., 52.)

445. Rates and regulations applied to the transportation of wheat, in carloads, from points in and west of central freight association territory and from points in Pennsylvania, Maryland, West Virginia, and Virginia to Charles Town, W. Va., and Winchester and Strasburg, Va., for milling and reshipment to points in Carolina territory found to be unduly prejudicial to the extent that they result in higher total charges than those applicable under the rates and regulations contemporaneously applied by defendants to the transportation of similar shipments moving through Charles Town, Winchester, and Strasburg and milled in transit at Lynchburg or Danville, Va. Undue prejudice ordered removed.

446. Fourth section relief denied.

Kansas Car-Lot Egg Shippers' Asso. v. *B. & O. R. R. Co.* (53 I. C. C., 59.)

447. Rates on car-lot shipments of 20,000 pounds and over of butter, butterine, oleomargarine, dressed poultry, and eggs in official classification territory, both as to traffic having origin and destination in that territory and on shipments to points therein from western trunk line territory or southern classification territory, found unreasonable and unduly prejudicial to the extent that such rates exceed the third-class rates contemporaneously applicable in official classification territory.

448. Third-class rates prescribed for the future as reasonable maximum rates on such shipments.

449. Reparation denied.

Commercial Club of Greeley v. *C. & S. Ry. Co.* (53 I. C. C., 66.)

450. Carload rates on potatoes from Greeley, Colo., to points in New Mexico, Texas, Oklahoma, Kansas, Nebraska, Missouri, Arkansas, Louisiana, Tennessee, Mississippi, Alabama, Georgia, and Florida not found to be unreasonable in themselves or unduly prejudicial in comparison with rates from producing territories in Minnesota, Wisconsin, Idaho, or California to the same destinations, except that rates to points in New Mexico which are in excess of class C rates are found unreasonable to that extent.

Hedrich & Co. v. *P., C., C. & St. L. R. R. Co.* (53 I. C. C., 79.)

451. Demurrage charges assessed at Chicago, Ill., on a carload of coal from Leckieville, Ky, not shown to have been unlawfully assessed Complaint dismissed.

Ash Grove Lime & Portland Cement Co. v. *A., T. & S. F. Ry. Co.* (53 I. C. C., 81.)

452. Charges on 14 carloads of cement, in sacks, from Chanute and Independence, Kans., to Shamrock, Okla., found to have been unreasonable and unduly prejudicial. Reparation awarded.

Commercial Club of Duluth v. *B. F. & I. F. Ry. Co.* (53 I. C. C., 85.)

453. Interstate class and commodity rates applying between Duluth, Minn., and points in Minnesota, North Dakota, and Wisconsin, and rates on grain and lumber inbound to Duluth, not shown to have been unreasonable or unduly prejudicial. Complaint dismissed.

Consolidated Oil Refining Co. v. *K. C. S. Ry. Co.* (53 I. C. C., 96.)

454. Rates on shipments of crude petroleum, in tank cars, during 1916, from Shreveport, Crichton, and Lenzburg, La., to East St. Louis, Ill., and present increased rates from and to the same points, not found unreasonable. Complaint and supplemental complaint dismissed.

Northern Potato Traffic Asso. v. *C. & N. W. Ry. Co.* (53 I. C. C., 100.)

455. Defendants' tariff rule under which they seek to relieve themselves from liability for loss or damage on carload shipments of potatoes in stock cars, or in box cars with side doors fastened open for ventilation, found unreasonable and violative of the Cummins amendment to the act.

Owasco River Railway. (53 I. C. C., 104.)

456. The Owasco River Railway found to be a common carrier industrial line entitled to divide joint rates with its trunk line connections or receive from them absorption of reasonable switching charges.

457. Such divisions or absorptions must be reasonable.

458. The assessment of higher charges on interstate traffic to and from industries on the Owasco River Railway than are contemporaneously assessed on like traffic to and from industries on the New York Central and the Lehigh Valley railroads at Auburn, N. Y., found to be unduly prejudicial.

459. Lease of trackage rights over the rails of the New York Central not found to be unlawful, provided the charges of the New York Central and the Owasco River Railway for switching service over the joint tracks are uniform.

460. Rules for car interchange arrangements between the Owasco River Railway and its trunk line connections and basis of settlement for accrued charges suggested.

South St. Joseph Live Stock Exch. v. *C., B. & Q. R. R. Co.* (53 I. C. C., 114.)

461. The interstate rule governing free return transportation to caretakers accompanying shipments of live stock from points in Nebraska on the Chicago, Burlington & Quincy Railroad to the markets at St. Joseph and Kansas City, Mo., not shown to be unreasonable.

462. Giving free return transportation to caretakers accompanying one-car shipments of live stock from points on the Chicago, Burlington & Quincy Railroad in Nebraska to the market at Omaha, Nebr., and refusing to give such transportation to caretakers of like shipments to St. Joseph and Kansas City found to be unduly preferential of the market at Omaha and unduly prejudicial to the markets at St. Joseph and Kansas City.

463. The rates for the transportation of live stock from Nebraska stations on the Chicago, Burlington & Quincy Railroad to St. Joseph and Kansas City, Mo., not shown to be unreasonable.

464. The rates for the transportation of live stock to St. Joseph and Kansas City from Nebraska stations on the line of the Chicago, Burlington & Quincy Railroad west of Kearney, Nebr., and south of the Platte River not found to be unjustly prejudicial as compared with the rates contemporaneously maintained by that carrier from the same points to Omaha.

465. The rates for the transportation of live stock to St. Joseph and Kansas City from Nebraska stations west of Aurora on the line of the Chicago, Burlington & Quincy Railroad, extending through Aurora, Broken Bow, and Alliance, Nebr., and points on its Ericson, Burwell, and Sargent branches found to be unjustly prejudicial as compared with the rates contemporaneously maintained by that carrier from the same points to Omaha.

466. The service given to shipments of live stock from points on the Chicago, Burlington & Quincy Railroad in Nebraska north and west of Lincoln, Nebr., to Kansas City, and from points north and west of Grand Island, Nebr., and points north of Central City, Nebr., to St. Joseph not shown to be inadequate or to result in undue discrimination against St. Joseph or Kansas City.

467. The request of St. Joseph to have through rates on live stock from Nebraska points to Chicago made applicable via St. Joseph and the request of Kansas City to have through rates to both St. Louis and Chicago applicable via Kansas City not justified.

Smith & Co. v. *S. Ry. Co.* (53 I. C. C., 127.)

468. Failure of Southern Railway Company to include New Albany, Ind., among the points named in its tariff from which transit arrangements would apply on wheat shipped from Chicago, Ill., to Knoxville, Tenn., for milling and shipment of the products to various interstate destinations, found on reconsideration to have been unreasonable. Reparation awarded.

Zelnicker Supply Co. v. *T. & F. S. Ry. Co.* (53 I. C. C., 129.)

469. Charges on empty tank cars, on their own wheels, from Port Arthur, Tex., to St. Louis, Mo., and East St. Louis, Ill., found to have been unreasonable. Reparation awarded.

Clark & Boice Lumber Co. v. *J. & N. W. Ry. Co.* (53 I. C. C., 131.)

470. Rates on yellow-pine lumber, in carloads, from North Jefferson, Tex., to points in Missouri and other States found to have been unreasonable. Reparation awarded.

Brabston v. *A. G. S. R. R. Co.* (53 I. C. C., 134.)

471. Charges on a carload of yellow-pine lumber from Wagar, Ala, to Williamstown, Ky., and thence reconsigned to Walton, Ky., found to have been unreasonable. Reparation awarded.

Columbia Malting Co. v. *N. Y. C. R. R. Co.* (53 I. C. C., 137.)

472. Charges on various carload shipments of barley from points in South Dakota, Minnesota, Wisconsin, and Iowa to points in Pennsylvania, malted in transit at Chicago, Ill., found to have been unlawful to the extent that the charges for the movement east of Chicago exceeded the charges based on the rates in effect at the time of initial shipment. Reparation awarded.

Aetna Explosives Co. v. *Director General.* (53 I. C. C., 140.)

473. Rates charged for the transportation of certain carload shipments of compressed cotton linters from Memphis, Tenn., to Aetna, Ind., not found to have been unreasonable. Complaint dismissed.

Jamieson v. *P. R. R. Co.* (53 I. C. C., 143.)

474. Rate on petroleum and its products, in carloads, from Warren, Pa., to Elmira, N. Y., found to have been unreasonable. Reparation awarded.

Grasselli Chemical Co. v. *M. L. & T. R. R. & S. S. Co.* (53 I. C. C., 145.)

475. Rate on lime, in carloads, from La Garde, Ala., to Raceland, La., found to have been unreasonable. Reparation awarded.

Cameron & Co. v. *A., T. & S. F. Ry. Co.* (53 I. C. C., 147.)

476. Present increased rate on common window glass, in carloads, from Okmulgee, Okla., to Waco, Tex., found to be unreasonable, and reasonable maximum rate prescribed for the future.

Ohio Valley Coal Operators Asso. v. *I. C. R. R. Co.* (53 I. C. C., 148.)

Upon complaint attacking the rates on bituminous coal, in carloads, from mines in western Kentucky on the Illinois Central, Louisville & Nashville, and Kentucky Midland railroads, to points in Mississippi Valley and Southwestern territories, Illinois, and various other Northern and Western States, *Held:*

477. The rates assailed are not shown to be unreasonable *per se*, nor are they shown to be unduly prejudicial except to the extent stated in the following paragraphs.

478. The rates from mines on the Illinois Central to points in Texas by way of Mississippi River crossings south of East St. Louis are unduly prejudicial to the extent that they exceed the rates contemporaneously maintained from mines on the Illinois Central in southern Illinois to the same points through the same river crossings.

479. The rates from mines on the Illinois Central and the Louisville & Nashville to East St. Louis and St. Louis, proper, are unduly prejudicial to the extent that they exceed by more than 57.5 cents per ton the rates contemporaneously maintained from mines in the Illinois Central's inner group and the Louisville & Nashville's Belleville group, respectively, in southern Illinois to the same destinations.

480. The rates from mines on the Illinois Central and Louisville & Nashville to East St. Louis, as applied on traffic for beyond, are unduly prejudicial to the extent that they are not lower than the rates contemporaneously maintained from the same mines to East St. Louis, proper, by at least 12.5 cents per ton.

481. The rates from mines on the Illinois Central to Chicago, to points in the Northwest as defined in this report, and to points in Illinois north of and including Mattoon and Decatur, are unduly prejudicial to the extent that they exceed the rates contemporaneously maintained from mines on the Illinois Central in the southern Illinois group by more than 25 cents per ton.

482. The rates from mines on the Louisville & Nashville to Chicago are unduly prejudicial to the extent that they exceed the rates contemporaneously maintained from mines on that road in the Eldorado group in southern Illinois to Chicago by more than 25 cents per ton.

483. The rates from mines on the Kentucky Midland Railroad are unduly prejudicial to the extent that they exceed the rates contemporaneously maintained from mines on the Illinois Central in western Kentucky to the same destinations.

Sioux City Live Stock Exch. v. *C. & N. W. Ry. Co.* (53 I. C. C., 166.)

484. Rules governing the free transportation of caretakers accompanying one-car shipments of live stock, other than horses and mules, from defined territory in Nebraska to Sioux City, Iowa, found to be unduly prejudicial in comparison with rules applicable to similar shipments from the same points of origin to Omaha and South Omaha, Nebr. Undue prejudice ordered removed.

Johns-Manville Co. v. *C., M. & St. P. Ry. Co.* (53 I. C. C., 169.)

485. Rate on asbestos cement, in carloads, from Milwaukee, Wis., to East Chicago, Ind., found to have been unreasonable. Reparation awarded.

Seaboard By-Product Coke Co. v. *Erie R. R. Co.* (53 I. C. C., 171.)

486. Rate on by-product coke, in carloads, from Seaboard, N. J., to Troy, N. Y., found to have been unreasonable. Reparation awarded.

Galion Iron Works v. *C., C., C. & St. L. Ry. Co.* (53 I. C. C., 173.)

487. Rate on sheet-steel culverts, in carloads, from Galion, Ohio, to Key West, Fla., found to have been unreasonable. Reparation awarded.

Aetna Explosives Co. v. *Director General.* (53 I. C. C., 175.)

488. Transportation charges assessed on acid remaining in tank cars returned from points in Pennsylvania to original loading points in California found to have been unjust and unreasonable. Reparation awarded.

Hyman-Michaels Co. v. *Director General.* (53 I. C. C., 177.)

489. Rate on scrap iron, in carloads, from Memphis, Tenn., to Federal, Ill., found to have been unreasonable. Reparation awarded.

Lindas Lumber Co. v. *A. & N. Ry. Co.* (53 I. C. C., 179.)

490. Rates on yellow-pine lumber, in carloads, from points in Arkansas, Louisiana, and Texas to Fellsburg and Centerview, formerly Norris, Kans., found to have been unreasonable. Reparation awarded.

Wood v. *N. Y., P. & N. R. R. Co.* (53 I. C. C., 183.)

491. The assessment of demurrage charges on cars held at a reconsignment point because of embargo at the points to which diversion is ordered is illegal unless the tariffs provide therefor. Complaint dismissed.

Taliaferro & Co. v. *S. A. L. Ry. Co.* (53 I. C. C., 186.)

492. Rates charged on lumber, in carloads, from points in North Carolina and South Carolina to Richmond, Va., not shown to have been unreasonable. Complaint dismissed.

Cairo, Truman & Southern R. R. Co. v. *Director General.* (53 I. C. C., 189.)

493. Charges on empty flat cars on their own wheels from Chicago, Ill., to Truman, Ark., found to have been unreasonable to the extent that they exceeded the charges at the aggregate of intermediate rates contemporaneously in effect to and from Thebes, Ill. Reparation awarded.

Southern Hardwood Traffic Asso. v. *Director General.* (53 I. C. C., 191.)

494. Rates on lumber and articles taking lumber rates, in carloads, from points of production in southern states to Carrollton, Ky., on the Carrollton & Worthville Railroad, not shown to be unduly prejudicial as alleged. Complaint dismissed.

Southern Rice Growers' Asso. v. *T. & N. O. R. R. Co.* (53 I. C. C., 197.)

495. Through rates and charges on rice, carloads, from the Texas-Louisiana rice belt to consuming markets, based upon the aggregates of the full local rates in and out of the milling points, found unreasonable to the extent that they exceed the through rates contemporaneously in effect from the shipping points of the rough rice to the ultimate destinations of the clean rice by more than 2 cents per 100 pounds for milling-in-transit services.

496. Since restoration of the transit arrangements formerly in effect will render inapplicable the through rates herein found unreasonable, an appropriate order will be entered requiring such restoration.

497. Former report, 43 I. C. C., 90, followed and reaffirmed.

Standard Time Zone Investigation. (53 I. C. C., 208.)

498. Order defining limits of standard time zones, 51 I. C. C., 273, modified in part.

Lodwick Lumber Co. v. *Director General.* (53 I. C. C., 218.)

499. Rate on lumber, carload, from Dyersdale, Tex., to Deming, N. Mex. found to have been unreasonable and unduly prejudicial. Reparation awarded.

Lamb-Fish Lumber Co. v. *Transcotinental Freight Bureau.* (53 I. C. C., 221.)

500. Supplemental complaints seeking reparation dismissed because of the bar of the statute of limitations.

Davis Lumber Co. v. *C., C., C. & St. L. Ry. Co.* (53 I. C. C., 223.)

501. Three carloads of lumber from Louisville, Ky., to Manitowac, Wis., found to have been misrouted, and one of them to have been overcharged through using an excessive weight. Reparation awarded.

W. Va. Rail Co. v. *P., C., C. & St. L. Ry. Co.* (53 I. C. C., 225.)

502. Rates on old rails, in carloads, from East Pittsburgh, Kiskiminetas Junction, New Kensington, and West Brownsville, Pa., to Huntington, W. Va., not found on rehearing unreasonable or unduly prejudicial. Complaint dismissed.

Schreiber Co. v. *C., B. & Q. R. R. Co.* (53 I. C. C., 227.)

503. The refusal of the defendant to accept from the complainant a blanket surety bond, and under such bond to make delivery of property consigned to the shippers' order without surrender of the original bills of lading, not shown to be unduly prejudicial. Complaint dismissed.

Menominee White Cedar Co. v. *C. & N. W. Ry. Co.* (53 I. C. C., 229.)

504. Charges on a carload of cedar posts from Marinette, Wis., to Kensington, Kans., found to have been based on an excessive weight. Reparation awarded.

Ryan & Newton Co. v. *F. E. C. Ry. Co.* (53 I. C. C., 232.)

505. Rate on grapefruit, in carloads, from Jacksonville, Fla., when from beyond, to Spokane, Wash., found to have been unreasonable. Reparation awarded.

Codington County Oil Co. v. *A., T. & S. F. Ry. Co.* (53 I. C. C., 234.)

506. Rates on refined petroleum oil, in carloads, from midcontinent oil field in Kansas and Oklahoma, and from Sugar Creek, Mo., to points in South Dakota found unduly prejudicial to the extent that they exceeded and may exceed the lowest combination of rates which may be constructed by using the commodity rates to Sioux Falls, S. Dak., Sioux City, Iowa, or Pipestone, Minn., and adding thereto 75 per cent of the fifth-class rates from these basing points to destinations. Rates on crude petroleum oil and fuel oil, in carloads, fixed at not to exceed 5 cents per 100 pounds less than the rates on refined oils.

507. Rates on petroleum and its products, in carloads, from the midcontinent oil field in Oklahoma to Watertown, S. Dak., which prior to November 18, 1917, exceeded the aggregate of intermediate rates over Pipestone, found to have been unreasonable. Reparation awarded.

American Fork & Hoe Co. v. *St. L. & S. F. R. R. Co.* (53 I. C. C., 245.)

508. Following *Rates on Lumber and Lumber Products*, 52 I. C. C., 598, the rates on handle material, not further finished than sawed or turned to shape, in carloads, from Blytheville, Ark., to Thebes, Ill., and certain other destinations, found to have been and to be unduly prejudicial to the extent that they exceeded and exceed the rates on lumber from and to the same points. Reparation denied.

Omaha Grain Exch. v. *C., R. I. & P. Ry. Co.* (53 I. C. C., 249.)

509. Rates on coarse grain, in carloads, from Omaha, Nebr., and Council Bluffs, Iowa, to points in Texas, Louisiana, Arkansas, and Oklahoma not found to have been or to be unreasonable or unduly prejudicial. Complaint dismissed.

Middlesboro Coal Operators Asso. v. *L. & N. R. R. Co.* (53 I. C. C., 269.)

510. Upon complaint alleging that the Middlesboro mines are subjected to undue prejudice and disadvantage by reason of refusal of the Louisville & Nashville Railroad to establish and maintain rates therefrom to points in the southeast via its line through Corbin, *Held:* There appears to be no necessity for establishing a route through Corbin. The record does not disclose the basis upon which cars are at present distributed, and the Director General has not been made a defendant. Complaint dismissed.

Bryden Horse Shoe v. *L. & N. E. R. R. Co.* (53 I. C. C., 275.)

511. Increased through interstate rates to and from complainant's plant at Catasauqua, Pa., resulting from the cancellation of connecting lines' absorptions of a former switching charge of the Crane Railroad Company, predecessor of the Lehigh & New England Railroad Company in ownership and operation of the tracks upon which the switching was performed, and the simultaneous establishment by the successor line of an increased switching charge, found not justified. Reparation awarded.

Whitewater Lumber Co. v. *A. C. Ry.* (53 I. C. C., 278.)

512. Rates on pine lumber, in carloads, from Autaugaville, Ala., on the Alabama Central Railway, 8.75 miles from Booth, Ala., its junction with the Mobile & Ohio Railroad, to various interstate points found to have been and to be unreasonable and unduly prejudicial to the extent that they exceeded or may exceed the contemporaneous group rates from Booth to the same destinations. Relationship of rates prescribed and reparation awarded.

South San Francisco Chamber of Commerce v. *S. P. Co.* (53 I. C. C., 285.)

513. Rates applying from and to South San Francisco, Cal., on certain interstate traffic, in carloads, not shown to be unreasonable.

514. The proportional rate of 2.5 cents per 100 pounds, in addition to the line-haul rates from and to San Francisco, Cal., applied by the Southern Pacific on certain interstate traffic, in carloads, from and to South San Francisco on which the Southern Pacific has a line haul, is unduly prejudicial to South San Francisco and unduly preferential of San Francisco and Oakland, Cal. The through charges on interstate traffic from and to South San Francisco should not exceed the through charges from and to San Francisco or Oakland.

515. The proportional rate of 2.5 cents per 100 pounds on interstate traffic, in carloads, between South San Francisco and the respective points of interchange in San Francisco between the Southern Pacific and the Santa Fe and Western Pacific, incident to a line haul by either of the latter carriers, is unduly prejudicial to South San Francisco and unduly preferential of San Francisco and Oakland to the extent that it exceeds the charge contemporaneously maintained for like services at the two last-named points.

516. The rate on interstate traffic, in carloads, between South San Francisco and the Southern Pacific's connection with the State Belt Railway in San Francisco found to be unduly prejudicial to the extent that it exceeds the charges contemporaneously maintained on like traffic between Elmhurst, Cal., and Oakland long wharf, in the city of Oakland.

517. Undue prejudice ordered removed.

Earle Cooperage Co. v. *St. L., I. M. & S. Ry. Co.* (53 I. C. C., 295.)

518. Upon complaint attacking rates on hardwood lumber and slack barrel cooperage material from West Memphis, Ark., to points in western trunk line territory, trans-Missouri territory, central freight association territory, and eastern trunk line territory, *Held*, That the rates have not been shown to have been unreasonable, but that they were unduly prejudicial to the extent that they exceeded corresponding rates from Memphis, Tenn., and Helena and West Helena, Ark., to Missouri River cities, points west thereof, and points taking the same rates or rates based thereon, and to other destinations north of the Ohio River and east of the Missouri River to the extent that they exceeded the rates from Helena and West Helena to the same destinations. Reparation denied.

519. Authority to continue lower rates from Helena and West Helena, Ark., to various points than those contemporaneously maintained from intermediate points denied.

Kalamazoo Tank & Silo Co. v. *Director General.* (53 I. C. C., 306.)

520. Reparation awarded for unreasonable rates charged on certain less-than-carload shipments of silo staves and rafters from Kalamazoo, Mich., to various interstate destinations. *Napanee Lumber & Mfg. Co.* v. *B. & O. S. W. R. R. Co.*, 43 I. C. C., 236, followed.

Zelnicker Supply Co. v. *S. Ry. Co.* (53 I. C. C., 308.)

521. Charges on empty flat cars on their own wheels from East St. Louis, Ill., to Elaine, Ark., found to have been unreasonable. Reparation awarded.

Alexandria Chamber of Commerce v. *M. P. R. R. Co.* (53 I. C. C., 311.)

522. Maintenance by the defendants of proportional rates on flour and corn meal, in less than carload lots of 2,000 pounds or more, from Lake Charles, La., to Louisiana points on the Missouri Pacific Railroad, and the withholding of proportional rates not in excess thereof on like traffic from Alexandria, La., to the same destinations found to subject Alexandria and complainant to undue prejudice. Undue prejudice ordered removed.

Holt Mfg. Co. v. *N. P. Ry. Co.* (53 I. C. C., 314.)

523. Rates on agricultural implements, not hand, and parts thereof, in carloads, from Stockton and Davis, Calif, to Spokane, Wash., not found unreasonable, unjustly discriminatory, or unduly prejudicial. Report in 33 I. C. C., 119, reaffirmed. Complaint dismissed.

Walters-Tonge Lumber Co. v. *L. & N. R. R. Co.* (53 I. C. C., 317.)

524. Rate on dressed yellow-pine lumber, in carloads, from Mobile, Ala., to Carthage, Tenn., found to have been and to be unreasonable to the extent that the component from Mobile to Nashville, Tenn., exceeded and exceeds the rate contemporaneously applicable from group 2 stations to Nashville. Reparation awarded and reasonable maximum rate prescribed.

Gross v. *N. Y. & P. Ry. Co.* (53 I. C. C., 320.)

525. Rate on empty glass bottles, in carloads, from Shinglehouse, Pa., to Syracuse, N. Y., not shown to have been unreasonable. Complaint dismissed.

Red River Lumber Co. v. *S. P. Co.* (53 I. C. C., 321.)

526. Rates on box shooks, in carloads, from points in the Truckee and Hawley groups in California and Nevada to stations on the Denver & Rio Grande Railroad in Colorado not found unreasonable, unjustly discriminatory, or unduly prejudicial. Complaints and supplemental complaints dismissed.

527. Fourth section relief denied.

San Antonio Freight Bureau v. *A. & W. P. R. R. Co.* (53 I. C. C., 326.)

528. Rates on cotton packers or trampers, in less than carloads, from San Antonio, Tex., to Little Rock, Ark., Memphis, Tenn., and Gulletts, La., and on the same commodity, in carloads, from San Antonio to Memphis, Tenn., and to New Orleans, La., locally and when destined to points east of the Mississippi River, found unreasonable and reasonable relationship of rates prescribed.

529. Rates on cotton packers or trampers, in carloads and less than carloads, from San Antonio to destinations in Oklahoma and southeastern territory not shown to have been unreasonable or unduly prejudicial.

Trexler Lumber Co. v. *T. & W. R. R. Co.* (53 I. C. C., 333.)

530. Allegation that charges on a carload of sap-pine lumber from Flippen's Siding, Va., to Allentown, Pa., were assessed on an excessive weight not sustained. Complaint dismissed.

Keystone Warehouse Co. v. *P. R. R. Co.* (53 I. C. C., 335.)

531. Demurrage charges for detention at Buffalo, N. Y., of carload shipments of freight for delivery through Keystone warehouse No. 1, at that point, found to have been illegal in some instances and legal in others. Reparation awarded.

Williar v. *S. P. Co.* (53 I. C. C., 338.)

532. Rate on book paper, not surface coated, in carloads, from Kimberly, Wis., to San Francisco, Calif., not shown to have been unreasonable. Complainant not shown to have been damaged by the alleged undue prejudice. Complaint dismissed.

National Steel Rail Co. v. *Director General.* (53 I. C. C., 340.)

533. Charges on a carload of railroad scrap iron from Stamps, Ark., to Springfield, Mo., found to have been unreasonable. Reparation awarded.

Zelnicker Supply Co. v. *Director General.* (53 I. C. C., 342.)

534. Rates on old rails, in carloads, from East St. Louis, Ill., to Giles, Slagle, and Omar, W. Va., found to have been unlawful and unreasonable to the extent that they exceeded the aggregate of the intermediate rates contemporaneously in effect to and from Ashland, Ky. Reparation awarded.

Michigan Paper Mills Traffic Asso. v. *N. Y. C. R. R. Co.* (53 I. C. C., 344.)

535. Rates on printing, book, and wrapping paper, in carloads, from complainants' mills at Kalamazoo, Mich., and neighboring points to destinations in eastern trunk line territory are based substantially upon distance and are equal to sixth-class rates. Rates on similar traffic from the mills of complainants' competitors in eastern trunk line and New England territories to the same destinations are in many cases fixed with primary regard to competition and are in some cases relatively lower, in others higher, than the rates charged complainants.

536. The record is too general to permit findings as to many of the individual rates involved, but discloses certain rates which appear unduly prejudicial to the complainants, as well as other rates which, measured by the same standards, unduly prefer them.

537. Improper relationships should be corrected as promptly as consistent with the determination of the most practical method.

538. Present class rates in the east do not afford a proper basis for rates on paper.

539. The Commission having approved the sixth-class basis for printing, book, and wrapping paper in the territory here involved, and having prescribed a uniform basis of class rates for application in New England, the rates on printing, book, and wrapping paper in New England should conform to the sixth-class rates prescribed by the Commission.

540. The rates on printing, book, and wrapping paper from Covington and other producing points in Virginia to points in eastern trunk line territory are unduly preferential of Covington and other Virginia producing points and unduly prejudicial to complainants.

541. Defendants given 45 days from service of report to correct the discrimination herein found to exist.

Clark-Davis Coal Co. v. *Director General.* (53 I. C. C., 357.)

542. Rates charged for the transportation of anthracite coal, in carloads, from Scranton, Pa., to South Utica, N. Y., for delivery by the West Shore Railroad, found to have been unreasonable and unduly prejudicial to the extent that they exceeded the rates contemporaneously in effect from Scranton to Utica, N. Y. Reparation awarded.

Hinrichs v. *Wells Fargo & Co.* (53 I. C. C., 362.)

543. Rates charged for the transportation of dressed poultry, in carloads, from Roswell, N. Mex., and Frederick, Okla., to New York, N. Y., in November, 1916, found to have been unreasonable and unduly prejudicial. Reparation awarded.

Procter & Gamble Co. v. *Director General.* (53 I. C. C. 365.)

544. Rates on peanut oil, in tank-car loads, from Opp and Enterprise, Ala., to Ivorydale, Ohio, found to have been unreasonable. Reparation awarded.

Zelnicker Supply Co. v. *Director General.* (53 I. C. C., 367.)

545. Rate on old rails, in carloads, from Bridgeport, Ill., to Cedar, now Viacova, W. Va., found to have been unreasonable. Reparation awarded.

Gulf Lumber Co. v. *G. & S. R. R. R. Co.* (53 I. C. C., 369.)

546. On reconsideration, charges on certain shipments of yellow-pine lumber, in carloads, from Fullerton, La., to various Kansas and Nebraska points, found to have been illegal prior to September 1, 1915, and thereafter unreasonable. Former report in 48 I. C. C., 461, modified. Reparation awarded.

Nashville Bridge Co. v. *N. C. & St. L. Ry.* (53 I. C. C., 371.)

547. Rates on bridge material, in carloads, from Nashville, Tenn., to McCarley and Cowart, Miss., found unreasonable. Reparation awarded and maximum reasonable rate prescribed to Cowart.

548. Rate on same traffic from Nashville to Tandy, Miss., not shown to have been unreasonable, but present rate found to be unreasonable and maximum reasonable rate prescribed.

Aetna Explosives Co. v. *Director General.* (53 I. C. C., 375.)

549. Rate on precipitated lime, in carloads, from Williamsburg, Pa., to North Birmingham, Ala., found to have been unreasonable to the extent that it exceeded the aggregate of the intermediate rates contemporaneously in effect to and from Washington, D. C. Reparation awarded.

Continental Coal Corp. v. *L. & N. R. R. Co.* (53 I. C. C., 377.)

550. Rates on coal from Wallsend and mines in eastern Kentucky on the Straight Creek branch of the Louisville & Nashville Railroad to Chattanooga, Richard City, and Sherwood, Tenn., found to have been and for the future during Federal control to be relatively unjust, unreasonable, and unduly prejudicial. Rates prescribed for the future. Reparation denied.

Public Utilities Commission of Colorado v. *A., T. & S. F. Ry. Co.* (53 I. C. C., 383.)

551. Original report, 52 I. C. C., 439, 453, in respect of rates between Denver and Pueblo, Colo., on the one hand, and points in Nebraska and Kansas, on the other, modified so as to require the prescribed adjustment only in the territory west of and including points substantially midway between the Colorado cities named on the west and the Missouri River on the east.

552. Practical exigencies require postponement of the effective date of the order entered March 31, 1919, to the extent and in the particulars herein shown.

Golden v. *Director General.* (53 I. C. C., 385.)

553. Acting for and on behalf of the President of the United States, the Director General of Railroads issued a general order granting reduced passenger fares to officers, enlisted men, and nurses of the United States Army, Navy, and Marine Corps, when traveling in uniform at their own expense, except when "on short-term passes from camps or on liberty from ships or stations to near-by cities." Upon complaint against the propriety of the exception quoted, *Held*, That the propriety of classifications and regulations governing passenger fares which apply exclusively to a class of travelers over whom the President, as Commander in Chief of the Army and Navy, has supreme authority, is a matter not within the jurisdiction of the Commission.

Goodyear Tire & Rubber Co. v. *A., C. & Y. Ry. Co.* (53 I. C. C., 389.)

554. Rule 26 rating applied to shipments of crude rubber, carloads, in official classification, found to be unreasonable to the extent that it exceeds fourth class, minimum weight 40,000 pounds; less-than-carload rating of second class found not to be unreasonable.

Valley & Siletz R. R. Co., v. *S. P. Co.* (53 I. C. C., 397.)

555. On rehearing former decision, 50 I. C. C., 223, affirmed and the movement of certain carloads of relaying steel rails and fastenings from Portland, Oreg., to Crisp, Simpson, and Falls City, Oreg., held to be intrastate and beyond the jurisdiction of the Commission. Complaint dismissed

Tanner & Co. v. *C., B. & Q. R. R. Co.* (53 I. C. C., 401.)

556. Defendant's practice in the distribution of freight cars to shippers of grain at stations in Nebraska found to be unduly prejudicial.

Allegheny Ore & Iron Co. v. *C. & O. Ry. Co.* (53 I. C. C., 415.)

557. Increased rates on coke, in carloads, from West Virginia producing points on the Chesapeake & Ohio and Norfolk & Western railways to Virginia furnace points on the same lines found justifed. Complaint dismissed.

Aetna Explosives Co. v. *Director General.* (53 I. C. C., 426.)

558. Rate on uncompressed cotton linters, in bales, in carloads, from New Orleans, La., to Aetna, Ind., not shown to have been unreasonable or otherwise unlawful. Complaint dismissed.

American Petroleum Products Co. v. *Director General.* (53 I. C. C., 427.)

559. Demurrage charges at East St. Louis, Ill., on a carload of fuel oil from New Orleans, La., to St. Louis, Mo., found to have been illegally assessed.

Gross v. *Director General.* (53 I. C. C., 429.)

560. Rate on empty glass bottles, in carloads, from Shinglehouse, Pa., to Montpelier, Vt., not shown to have been unreasonable. Shipment found to have been overcharged and misrouted. Reparation awarded.

Great Northern Refining Co. v. *I. C. R. R. Co.* (53 I. C. C., 431.)

561. Demurrage charges assessed on interstate shipments of fuel oil, in tank-car loads, held at Chicago, Ill., pending litigation respecting the right to possession thereof, found not to have been authorized by the defendant carrier's tariff. Reparation awarded.

Harriss, Irby & Vose v. *G., H. & S. A. Ry. Co.* (53 I. C. C., 433.)

562. Upon complaint that illegal rates were charged by defendants for the transportation of cotton from Texas points to Seattle, Wash., for export, which had been concentrated at Galveston, Tex., *Held:* That the shipments failed to meet the requirements of defendants' concentration rules; and that they were separate shipments to and from Galveston to which the separate rates were legally applicable. Complaint dismissed.

Railroad Commissioners of N. Dak. v. *N. P. Ry. Co.* (53 I. C. C., 437.)

563. Complainant's contention that rates on grain from certain stations on the defendant's Kildeer and Golden Valley branches in North Dakota to Minneapolis, St. Paul, and Duluth, in Minnesota, and Superior, in Wisconsin, are unreasonable and unduly prejudicial by comparison with the rates for equal distances from the main-line stations in that State to the same points held not to be justified.

564. Similar conclusion reached with respect to the complainant's contention that the defendant's westbound rates on grain between the Minnesota and Wisconsin points named and main and branch line statios in North Dakota are unreasonable and unduly prejudicial because they exceed the contemporaneous rates eastbound between the same points.

Advances on coal within Chicago switching district. (53 I. C. C., 442.)

565. Upon rehearing in the matter of divisions of through rates on coal and coke to Chicago, Ill.; *Held:* That the record justifies a conclusion that from and after July 1, 1917, the Chicago, Milwaukee & St. Paul Railway Co. should receive 20 cents per ton as its division of the through rates on coal and coke for deliveries within the so-called inner zone of the Chicago switching district, and increased divisions upon the present relative basis for deliveries at other points within that district.

Reconsignment case No. 3. (53 I. C. C., 455.)

With few exceptions, the carriers serving grain markets in western classification and central freight association territories and north Atlantic ports make no charge for setting out and holding on tracks cars of grain, seeds, hay, or straw, for official inspection and disposition orders, provided the disposition orders are furnished within a specified time. If the disposition orders are not so furnished a charge, generally $2 per car, is often made. Upon consideration of fifteenth section applications and certain suspended schedules providing for the application of graduated charges for the setting-out service, ranging from $2 per car to $5 per car, dependent upon the length of time the car is held: *Held:*

566. That the service performed by the carriers in setting out and holding cars of grain, seeds, hay, and straw for inspection is clearly distinguishable from that given in the ordinary diversion or reconsignment. In the case of grain shipments the service springs from requirements of law based on business usage, and it is, and for many years has been, so general a custom in the territories in question to perform this service without charge, provided disposition orders are furnished within a specified time, that it falls within the rule laid down in *Lighterage and Storage Regulations at New York*, 35 I. C. C., 47, as being a service which the carriers have heretofore treated as included in the freight rate and which they may not now segregate for separate charge without taking into consideration, in order to justify such charge, the entire through service of which it forms a part and the compensation heretofore received for such through service.

567. That the supercharges proposed in the schedules under suspension have not been justified, but that a flat charge of $2 per car, when the disposition order is not furnished within the time specified in the report, would be reasonable and is approved in the case of grain.

568. That the rules and charges applicable on grain held for inspection should also apply on seeds.

569. That as neither state nor federal laws require the inspection of hay or straw, the circumstances and conditions differ, and the service, unlike the service accorded grain and seeds, is not one which by long-continued usage and custom has been treated as included in the line-haul rate, a flat charge of $2 per car without limitation of time is approved on cars of hay and straw held for inspection.

570. That in order to eliminate discrimination or prejudice and expedite the service, cars held for inspection should be placed on hold tracks designated for that purpose and notice of the location of such tracks given to the consignees.

571. That under the proposed rules two charges would be applicable on cars of grain and seeds held for inspection at intermediate points and later held for disposition orders incident thereto at the destination market, but that in practical operation under the rules found reasonable and prescribed this situation can not arise in case of grain and seeds, and will not arise on hay and straw, since the record does not indicate that such shipments are inspected, or can be inspected, practicably, at intermediate points.

572. That no charge may be made when cars are inspected while being held in railroad yards or at outside points for the convenience of the carrier.

573. That when grain is inspected on the tracks of terminal elevators or public team tracks within the switching limits and delivery is taken therefrom no charge for holding for inspection will made.

574. That the disposition order received after the official inspection will be considered as in lieu of the consignment instructions under which the cars arrived at the inspection point.

575. That the suspended schedules will be canceled, but respondents are authorized to file schedules not inconsistent with the conclusions reached and the rules approved in the report.

Louisiana & Pine Bluff Divisions. (53 I. C. C., 475.)

576. Upon further consideration of the issues involved the Commission adheres to the findings announced in its original report herein, 40 I. C. C., 470, but on and after June 1, 1919, the Louisiana & Pine Bluff may receive the increased divisions permitted by the fifth supplemental order in *The Tap Line Case.*

Meeds Lumber Co. v. *A., T. & N. R. R. Corp.* (53 I. C. C., 477.)

577. Allegation that eight carloads of yellow-pine lumber shipped from Climax, Ala., to Lewiston, Me., in April and May, 1916, were misrouted by the initial carrier, not sustained.

578. Rate of 41 cents per 100 pounds charged for the transportation of yellow-pine lumber, carloads, in April and May, 1916, from Climax, Ala., to Lewiston, Me., not shown to have been unreasonable.

Neosho Grocery Co. v. *Director General.* (53 I. C. C., 481.)

579. The aggregate rates in and out of Neosho, Mo., on sugar, carloads, from Philadelphia, Pa., to Cape Girardeau, Mo., not shown to have been intrinsically unreasonable. The defendants, however, are shown to be responsible for misrouting and the consequent loss. Complaint dismissed.

Board of Railroad Commissioners of Iowa v. *M. & St. L. R. R. Co.* (53 I. C. C., 484.)

580. Upon complaint that the combination through rates on walnut dimension lumber, pieces, carloads, from Des Moines, Iowa, to points east of the Illinois-Indiana state line are made unreasonable and unduly prejudicial to complainants, because the component factor from Des Moines to the Mississippi River is unjust and unreasonable: *Held*, That upon the record no opinion can be expressed upon the issues of unreasonableness and undue prejudice, but that, following the principles announced in the *Interior Iowa Cases*, 46 I. C. C., 39, the defendants should establish commodity rates from Des Moines equitably related to the commodity rates contemporaneously maintained from the Missouri River cities.

World Publishing Co. v. *Director General.* (53 I. C. C., 491.)

581. Upon complaint attacking as relatively unjust and unreasonable defendants' rates on news-print paper from Merrill and Park Falls, Wis., and International Falls, Minn., wrapping paper from Nekoosa, Wis., and toilet paper from Green Bay, Wis., to Tulsa, Okla.: *Held*, That the rates assailed were, are, and for the future will be relatively unjust and unreasonable to the extent that they exceeded, now exceed, and may exceed on a ton-mile basis the rates on like commodities contemporaneously maintained to Joplin, Mo. Reparation awarded.

Marinette-Green Bay Mfg. Co. v. *C. & N. W. Ry. Co.* (53 I. C. C., 499.)

582. Joint rates on excelsior, in carloads, from Marinette and Green Bay, Wis., to points in Indiana found unlawful and unreasonable to the extent that they exceeded the aggregates of intermediates. Reparation awarded.

583. Rates on excelsior, in carloads, from Marinette and Green Bay, Wis., to points in official classification territory found to be, during the period of

federal control, relatively unjust and unreasonable and unduly prejudicial to the extent that they exceed rates for like distances from Milo, Me., Fredericksburg, Va., Pensacola, Fla., and other points.

Freight Adjustment Steering Committee of Charleston v. *A. C. L. R. R. Co.* (53 I. C. C., 506.)

584. Following *Royster Guano Co.* v. *A. C. L. R. R. Co.*, 50 I. C. C., 34, defendants' rates on fertilizer, in carloads, from Charleston, S C., to points in North Carolina found to have been and to be unreasonable and unduly prejudicial. Maximum reasonable and nonprejudicial rates prescribed. No reparation will be awarded.

585. Fourth section relief granted in part.

Aetna Explosives Co. v. *N. O. & NE. R. R. Co.* (53 I. C. C., 511.)

586. Rate legally applicable on sulphuric acid, in tank-car loads, from Hattiesburg, Miss., to Fayville, Ill., found to have been unreasonable. Reparation awarded.

Beaumont Chamber of Commerce v. *Director General.* (53 I. C. C., 513.)

587. Rate legally applicable on oil-well machinery, in carloads, from Oil City, La., to Saratoga, Tex., found to have been unreasonable, and shipment overcharged. Reparation awarded.

Swift & Co. v. *S. A. & A. P. Ry. Co.* (53 I. C. C., 515.)

588. Cancellation of rule providing free transportation for caretakers accompanying carload shipments of live poultry found not justified. Reparation awarded.

Sligo Iron Store Co. v. *W. M. Ry. Co.* (53 I. C. C., 520.)

589. Failure of Baltimore & Ohio Southwestern Railroad Company to effect the diversion of a carload shipment of coal from Coketon, W. Va., to Stephenville, Tex., originally consigned to Memphis, Mo., found to have subjected complainant to damage. Reparation awarded.

Central Pennsylvania Lumber Co. v. *Director General.* (53 I. C. C., 523.)

590. Application of defendant carrier's demurrage rules to certain carloads of lumber at Laquin, Pa., not shown to have resulted in unreasonable charges. Complaint dismissed.

United Paperboard Co. v. *Director General.* (53 I. C. C., 525.)

591. Charges on bituminous coal, in carloads, from Whippany, N. J., to Lockport, N. Y., found unreasonable. Reparation awarded.

Johns-Manville Co. v. *L. V. R. R. Co.* (53 I. C. C., 527.)

592. Charges on two shipments of roofing and roofing materials from Manville, N. J., and Milwaukee, Wis., to Seattle, Wash., and the restricted "follow lot" provision of defendants' tariff not found unreasonable or otherwise unlawful. Complaint dismissed.

Quinton Spelter Co. v. *F. S. & W. R. R. Co.* (53 I. C. C., 529.)

593. Rates on fire brick, fire clay, and dobies, in carloads, from St. Louis and Mexico, Mo., to Quinton, Okla., not shown to have been unreasonable. Complainant not shown to have been damaged by the alleged undue prejudice. Complaints dismissed.

Inland Steel Co. v. *I. H. B. R. R. Co.* (53 I. C. C., 531.)

594. Rate on billets and blooms in carloads from Indiana Harbor, Ind., to Chicago Heights, Ill., found unreasonable. Reparation awarded.

Regulations for the transportation of explosives, inflammables, and other dangerous articles. (53 I. C. C., 533.)

595. Upon complaint alleging that certain provisions of the regulations governing the transportation of acetylene gas are unreasonable and unduly prejudicial, Held: That the regulations should be modified in the particulars noted.

Fort Worth Freight Bureau v. *C., R. I. & G. Ry. Co.* (53 I. C. C., 545.)

596. Rate and minimum weight applied to carload shipments of empty, tight, wooden barrels from Fort Worth, Tex., to Oklahoma City, Okla., in 1916 and 1917, and present rate and minimum from and to the same points, found unreasonable to the extent that they exceeded and exceed the rates and minima

contemporaneously applicable to the same commodity from Shreveport, La., to points in Texas for the same distance. Reparation awarded.

597. Carriers should provide for the inclusion, with carload shipments of barrels, of an inconsiderable quantity of staves, heads, hoops, and coopers' flags for repairing at destination barrels damaged in transit.

Diamond Alkali Co. v. *P., P. & E. R. R. Co.* (53 I. C. C., 549.)

598. Rates between complainant's plant at Alkali, Ohio, and points in other States found unreasonable and unduly prejudicial. Reparation awarded.

Jones & Laughlin Steel Co. v. *P. & L. E. R. R. Co.* (53 I. C. C., 556.)

599. The Monongahela Connecting Railroad Co. found to be a common carrier which may lawfully receive from its trunk-line connections divisions of joint rates, or absorptions of switching charges, under appropriate tariffs, such divisions or absorptions to be reasonable. Other issues reserved for determination upon a fuller record.

Paducah Board of Trade v. *Director General.* (53 I. C. C., 559.)

600. Defendants have established rates on lumber and articles taking the same rates to Paducah, Ky., from points in the western portion of the southwestern lumber blanket satisfactory to complainants. Case reopened for further evidence as to previous rates.

Gulf & Valley Cotton Oil Co. v. *T. & P. Ry. Co.* (53 I. C. C., 561.)

601. Charges on shipments of cottonseed oil in tank cars from points in Texas and Louisiana to interstate destinations, refined in transit at New Orleans, La., found legally applicable, and not shown to have been unreasonable or otherwise violative of the act. Complaints dismissed.

Western Stoneware Co. v. *A., T. & S. F. Ry. Co.* (53 I. C. C., 564.)

602. Rates on stoneware, in carloads, from Monmouth, Ill., to Lockesburg, Ark., found unreasonable and unlawful. Reasonable maximum rate prescribed and reparation awarded.

Zelnicker Supply Co. v. *Director General.* (53 I. C. C., 567.)

603. Rate on steel piling, in carloads, from Paris, Idaho, to East St. Louis, Ill., found to have been and to be unreasonable. Reparation awarded and reasonable maximum rate prescribed for the future.

United Paperboard Co. v. *Director General.* (53 I. C. C., 569.)

604. Rate on wood-pulp board, in carloads, from Benton, Me., to Philadelphia, Pa., found to have been unreasonable. Reparation awarded.

Difenderfer Lumber Co. v. *M. A. & E. Ry. Co.* (53 I. C. C., 571.)

605. Carload shipment of lumber from McBride, Va., to West Side Avenus, Jersey City, N. J., found to have been misrouted. Reparation awarded.

606. Demurrage and track-storage charges for the detention of the shipment at Bushwick station, Brooklyn, N. Y., found to have been illegally assessed and ordered refunded.

Cottonseed Products Co. v. *S. L.-S. F. Ry. Co.* (53 I. C. C., 574.)

607. Rate on Cottonseed-hull shavings, in carloads, from Roff, Okla., to Meridian, Miss., not shown to have been unreasonable, unjustly discriminatory, or unduly prejudicial. No damage shown to have resulted from violation of section 4. Shipments found to have been overcharged.

608. Reasonableness of insurance premiums paid by the carrier for the shipper's account for property stored by the carrier in a public warehouse pending acceptance by consignee is not within the jurisdiction of this Commission; and the act does not require that rates for such insurance be published in the carriers' tariffs. No part of the insurance charges are shown to have resulted from the carriers' demand for payment of an illegal rate. Complaint dismissed.

Savage Tire Co. v. *Director General.* (53 I. C. C., 578.)

609. Packing requirements governing the transportation of numerous shipments of automobile tires from San Diego, Calif., to points of destination in eastern defined territory, within two years prior to June 25, 1918, found to have resulted in unreasonable charges. Reparation awarded.

Virginia Iron, Coal & Coke Co. v. *Director General.* (53 I. C. C., 583.)

610. Increased rates on iron ore to Middleboro, Ky., from points in Tennessee, Georgia, North Carolina, and Virginia on the Southern Railway and the Rome & Northern and Louisville & Nashville railroads found justified.

611. Practice of stating rates on iron ore in terms of net tons instead of long tons not shown to be unreasonable or otherwise unlawful. Complaint dismissed.

Coal Rates to the Northwest. (53 I. C. C., 590.)

612. A controversy concerning the relationship of rail-lake-and-rail rates on bituminous coal to the northwest from mines in Ohio and West Virginia to all-rail rates from Illinois and Indiana mines, reported upon at the request of the Director General of Railroads, made under section 8 of the Federal control act.

Seaboard By-Product Coke Co. v. *Director General.* (53 I. C. C., 598.)

613. Combination rates assessed on certain shipments of bituminous coal en route from mines in the Pittsburgh and Connellsville districts to Elizabethport, N. J., for delivery by barge at Seaboard (Kearny), N. J., diverted in transit to all-rail routes over which there were no joint rates, found unreasonable to the extent that they exceeded $2.35 per long ton. Reparation awarded where settlement was made at a rate in excess of $2.35 per long ton.

City of Springfield v. *L. & N. R. R. Co.* (53 I. C. C., 603.)

614. Reparation awarded on account of unreasonable rates charged for the transportation of coal from western Kentucky mines to Springfield, Tenn.

United States v. *S. V. Ry. Co.* (53 I. C. C., 607.)

615. Through rates on lumber and other forest products from points on the Sumpter Valley Railway in Oregon to eastern points not found to be unreasonable or unduly prejudicial to shippers and localities on the line of that carrier.

616. The failure of defendants to maintain joint rates upon the traffic named does not, under the circumstances of this case, involve a violation of that provision of section 3 of the act which requires carriers subject to its provisions, according to their respective powers, to afford all reasonable, proper, and equal facilities for the interchange of traffic between their respective lines, and for the receiving, forwarding, and delivering of passengers and property to and from their several lines and those connecting therewith, and does not, within the meaning of the law, involve discrimination in their rates and charges between such connecting lines.

Monarch Paper Co. v. *C. P. Ry. Co.* (53 I. C. C., 620.)

617. Rate legally applicable on china, clay, in bulk, in carloads, from Montreal Wharf, Quebec, to Kalamazoo, Mich., found to have been unreasonable to the extent that it exceeded the rate contemporaneously applicable on china clay, in packages, in carloads. Reparation awarded.

Acme Cement Plaster Co. v. *I. C. R. R. Co.* (53 I. C. C., 623.)

618. Rate on cement plaster, in carloads, from Acme, Okla., to Hopkinsville, Ky., by way of Memphis, Tenn., found to have been unreasonable.

619. Rate on the same traffic from and to the same points by way of East St. Louis, Ill., not shown to have been unreasonable. One shipment found to have been misrouted.

620. Reparation awarded.

Texas Cottonseed Crushers' Asso. v. *G. C. & S. F. Ry. Co.* (53 I. C. C., 627.)

621. Rates on cottonseed and peanut cake and meal, in carloads, from Texas common points to points in Colorado, Montana, Idaho, Wyoming, Utah, and Oregon found unreasonable and unduly prejudicial. Reparation denied.

Lyons Co. v. *Adams Express Co.* (53 I. C. C., 633.)

622. Defendant's express rates give undue preference and advantage to the transportation of live fish in specially prepared cars, to the undue prejudice and disadvantage of dead fish iced, in boxes. Undue prejudice ordered removed.

American Cyanamid Co. v. *C. R. R. Co. of N. J.* (53 I. C. C., 637.)

623. Rates on aqua ammonia, in tank-car loads, from Warners, N. J., to Tunnelton, Pa., and Perryville, Md., not found unreasonable or unduly preju-

dicial; but to Selple, Pa., found to have been and for the future to be unreasonable. Reparation awarded.

Northport Smelting & Refining Co. v. *G. N. Ry. Co.* (53 I. C. C., 641.)

624. Demurrage charges assessed on certain interstate shipments of various commodities, in carloads, detained at Northport, Wash., not found to have been unlawful, except in instances where they were not assessed in accordance with tariff provisions. Complaint dismissed.

Zelnicker Supply Co. v. *Director General.* (I. C. C., 643.)

625. Rate on old rails, in carloads, from East St. Louis, Ill., to Menominee, Mich., found to have been unreasonable. Reparation awarded.

Chamber of Commerce of Houston v. *A. & S. Ry. Co.* (53 I. C. C., 645.)

626. Rates on peanut oil, coconut oil, soya-bean oil, and peanut-oil foots, sediment, and tank bottoms, in carloads, from Houston and other Texas points to interstate destinations found unduly prejudicial and to destinations in St. Louis territory unreasonable to the extent indicated in the report.

627. Failure to accord carload shipments of coconut oil and soya-bean oil the same transit services as are accorded cottonseed oil from and to the same points found unduly prejudicial.

628. Undue prejudice ordered removed, reasonable maximum rates prescribed and reparation denied.

West Virginia Rail Co. v. *B. & O. R. R. Co.* (53 I. C. C., 652.)

629. Rates on iron and steel rails and crossties, in carloads, from Huntington, W. Va., to certain points in Buffalo-Pittsburgh and central freight association territories found to be unduly prejudicial to Huntington and unduly preferential of Pittsburgh and Johnstown, Pa., Newark, Ohio, and Cumberland, Md. Reparation denied.

Wasteful service by tap lines. (53 I. C. C., 656.)

630. Increased divisions to certain tap lines secured through the device of hauling shipments of lumber and forest products from the proprietary mills over unnecessary and circuitous routes before delivery to the connecting trunk line, condemned. Under the orders in *The Tap Line Case*, 31 I. C. C., 490, the divisions must be measured by the distances over the direct routes from the mills to the junctions with the trunk line.

Mercantile Lumber Co. v. *I. C. R. R. Co.* (53 I. C. C., 663.)

631. Charge of 2 cents per 100 pounds for transportation services incident to the dressing in transit of lumber at Jackson and Brookhaven, Miss., not shown to be unreasonable, but found to subject certain of complainants to undue prejudice.

Guilford Lumber Mfg. Co. v. *S. Ry. Co.* (53 I. C. C., 669.)

632. Rates on window glass and rough glass, in carloads, from points in Pennsylvania, Ohio, West Virginia, and New York to North Carolina destinations, and on plate glass of specified measurement from the Pittsburgh, Pa., district and Toledo, Ohio, to Statesville, N. C., found unreasonable and reparation awarded.

633. Rates on plate glass of specified measurements from the Pittsburgh district to Winston-Salem, N. C., found unreasonable and reparation awarded. Rate on like traffic from Toledo to Winston-Salem not shown to have been unreasonable.

634. Authority to continue to charge for the transportation of glass from points in New York, Pennsylvania, West Virginia, and Ohio to points in North Carolina greater compensation as a through route than the aggregates of the intermediate rates, denied.

Weissbaum & Co. v. *Director General.* (53 I. C. C., 681.)

635. Two carloads of old boiler flues shipped from Tacoma and Seattle, Wash., to San Francisco, Calif., found not to have been scrap iron. Complaint dismissed.

Marshall-Wells Hardware Co. v. *S. P. & S. Ry. Co.* (53 I. C. C., 684.)

636. Complainant's contention that the rates to Portland, Oreg., on bar iron from St. Louis, Mo., and on bar steel from Pittsburgh, Pa., as increased December 30, 1916, in accordance with the Commission's findings in *Reopening*

Fourth Section Application, 40 I. C. C., 35, and proceedings therein cited, were unlawful because they were not established pursuant to the provisions of the last paragraph of section 4 of the act to regulate commerce, not sustained. Complaint dismissed.

Alexandria Chamber of Commerce v. *Director General.* (53 I. C. C., 687.)

637. Class and commodity rates, water and rail via Gulf ports, from Atlantic seaboard territory to Alexandria, La., found to be unduly prejudicial. Proper relation of rates for the future indicated. Action upon the adjustment for the future deferred pending publication of rates required by and resulting from *Natchez Chamber of Commerce* v. *L. & A. Ry. Co.*, 52 I. C. C., 105.

Fort Smith Spelter Co. v. *A. C. R. R. Co.* (53 I. C. C., 694.)

638. Rate on slack coal, in carloads, from Pittsburg, Kans., to South Fort Smith, Ark., found unreasonable. Reparation awarded.

Fort Smith Spelter Co. v. *A. C. R. R. Co.* (53 I. C. C., 696.)

639. Rates on zinc ore, carloads, from Marshall and other points in Arkansas to South Fort Smith, Ark., moving via an interstate route, found to have been unreasonable and reparation awarded.

Woolson Spice Co. v. *Director General.* (53 I. C. C., 698.)

640. Rate on pepper, unground, in carloads, from Seattle, Wash., to Toledo, Ohio, found unreasonable. Reparation awarded.

Zelnicker Supply Co. v. *Director General.* (53 I. C. C., 700.)

641. The movement of certain carloads of old rails between points in New Orleans, La., held intrastate and beyond the jurisdiction of the Commission. Complaint dismissed.

Bell Co. v. *Director General.* (53 I. C. C., 702.)

642. Fifth-class rates of $1.75 and $2.19 per 100 pounds on angle iron, in carloads, from San Francisco, Calif., to Rockford, Ill., found to have been unreasonable to the extent they exceeded and may exceed $1.12½, and reasonable rate prescribed for the future. Reparation awarded.

United Iron Works v. *M. P. Ry. Co.* (53 I. C. C., 705.)

643. Rate on iron pipe, in carloads, from Independence, Kans., to Joplin, Mo., not shown to have been unreasonable or unduly prejudicial. Complaint dismissed.

Aetna Explosives Co. v. *P., C., C. & St. L. R. R. Co.* (53 I. C. C., 707.)

644. Storage charges on acid, benzol, and naphtha in private tank cars on private tracks at Oakdale, Carnegie, and Noblestown, Pa., found to have been legally applicable and not shown to have been or to be unreasonable. Complaint and supplemental complaint dismissed.

Zelnicker Supply Co. v. *O. S. L. R. R. Co.* (53 I. C. C., 710.)

645. Rates on scrap iron, in carloads, from Milner and Gooding, Idaho., to Kansas City, Mo., found to have been unlawful and unreasonable. Reparation awarded.

Henderson v. *Director General.* (53 I. C. C., 713.)

646. Rate on compressed cotton from Natchez, Miss., to Jackson, Tenn., found unreasonable. Reparation awarded.

Green Fire Brick Co. v. *C. & A. R. R. Co.* (53 I. C. C., 715.)

647. Supplementing 44 I. C. C., 448, rates on fire brick from Mexico, Mo., to points in various directions found unduly prejudicial to the extent that they exceed certain differentials below the rates from St. Louis, Mo., according to the distance in favor of Mexico. No order made.

Hagenburg v. *Belt Ry. Co.* (53 I. C. C., 717.)

Upon complaints attacking the rates on green salted hides, pelts, skins, and hide trimmings, grease, tallow, cattle and horse tails, switches, cracklings, bones, glue stock, scraps, and cattle sinews, in straight and mixed carloads, from points in Minnesota, Wisconsin, North Dakota, South Dakota, Iowa, Nebraska, Missouri, and Kansas to Chicago, Ill., and from Albert Lea, Minn., to Sheboygan and Milwaukee, Wis.; and in certain instances the minimum weights on mixed carloads; Held:

648. That to the extent indicated the rates from certain points of origin in Iowa, Minnesota, Wisconsin, North Dakota, and Nebraska, on certain of the articles named, in straight carloads, were unreasonable.

649. That to the extent indicated the mixed carload charges were, are and for the future will be, unreasonable.

650. That the present rates, except those from Madison, Wis., and Dubuque, Iowa, to Chicago, which are found to be unreasonable, are not found to be unreasonably or unduly prejudicial.

651. Reparation awarded to the extent stated in the report.

National Wholesale Lumber Dealers Asso. v. *Director General.* (53 I. C. C., 727.)

652. Claim for reparation on one of two carloads of lumber from Waverly, Va., to Cape Charles, Va., reconsigned to New York, N. Y., found barred by the statute of limitations, and charges on the other found to have been unreasonable to the extent that they exceeded charges at the through rate plus a reconsignment charge of $2.

653. Since the movement was prior to Federal control, and the director general is the only defendant, no order awarding reparation can be entered. Carriers named are authorized to make refund to complainant according to the findings.

Iten Biscuit Co. v. *C., B. & Q. R. R. Co.* (53 I. C. C., 729.)

654. Original findings in 50 I. C. C., 724, affirmed on reopening and complaint dismissed.

Booth Fisheries Co. v. *American Express Co.* (53 I. C. C., 735.)

655. Rates of $3 and $3.20 per 100 pounds charged for the transportation of four shipments of fresh fish from Selkirk, Manitoba, to Chicago, Ill., not found to have been unreasonable or unduly prejudicial.

656. No damage has been shown by reason of the maintenance of a higher rate to Chicago, Ill., than to Detroit, Mich., and Buffalo, N. Y., and reparation accordingly denied.

657. Fourth section application for authority to maintain lower rates on fresh fish from Selkirk, Manitoba, to Detroit, Mich., and Buffalo, N. Y., than to Chicago, Ill., and other intermediate points, denied.

South Texas Lumber Co. v. *M. L. & T. R. R. & S. S. Co.* (53 I. C. C., 738.)

658. Two carloads of crossties from LaFayette and Lockport, La., to Galveston, Tex., found to have been misrouted and rate applicable over route shipment should have moved found to have been unreasonable. Reparation awarded.

Cotton Mnfrs'. Asso. v. *C., C. & O. Ry.* (53 I. C. C., 741.)

659. Upon further consideration, original decision herein, 37 I. C. C., 652, modified.

660. Rates on bituminous coal, in carloads, from the Appalachia and Dante districts in Virginia to Spartanburg and other points in South Carolina taking the same or related rates found to have been unreasonable between December 31, 1915, the date of the original decision and the effective date of the rates prescribed therein. Reparation awarded.

Tribune Co. v. *G. N. Ry. Co.* (53 I. C. C., 745.)

661. Rates on news print paper, in carloads, from International Falls and Grand Rapids, Minn., to Sioux City, Iowa, found not unreasonable but unduly prejudicial. Fourth section relief denied.

Aetna Explosives Co. v. *W. Ry. Co.* (53 I. C. C., 749.)

662. First-class rate, any quantity, on nitrocellulose-wet from Aetna, Ind., to Communipaw and other points in New Jersey not found unreasonable. Complaint dismissed.

Summerhays & Sons Co. v. *A., T. & S. F. Ry. Co.* (53 I. C. C., 753.)

663. Rates on dry hides and sheep pelts, in straight or mixed carloads, from Salt Lake City, Utah, to Chicago, Ill., and Manistique, Mich., found to have been unreasonable and unduly prejudicial. Relationship of rates prescribed from Salt Lake City to Manistique. Reparation awarded.

Consolidated Classification Case. (54 I. C. C., 1.)

664. The Commission, after investigation, recommends to the Director General of Railroads that certain parts of the proposed consolidated classification prepared by a special committee at his direction be, with certain modifications, adopted in lieu of the present official, southern, and western classifications, for application by carriers under Federal control.

665. The same parts of the same consolidated classification, subject to the same modifications, found, without prejudice, to be reasonable and proper for application by carriers not under Federal control in lieu of corresponding parts of the official, southern, and western classifications.

666. Negative recommendations made with respect to the proposal to cancel all State classifications.

Dewey Portland Cement Co. v. *A., T. & S. F. Ry. Co.* (55 I. C. C., 1.)

667. Rates on slack and other grades of coal taking the same rates, in carloads, from mines on the St. Louis-San Francisco Railway in the Pittsburg district in Kansas to Dewey, Okla., not found unreasonable, but found unduly prejudicial. Undue prejudice ordered removed and proper relationship of rates prescribed.

668. Combination rate on this traffic from mines on the Missouri Pacific Railroad in the Pittsburg district to Dewey found unreasonable. Through route and reasonable maximum joint rate prescribed.

669. Reparation denied for lack of proof of damage.

Illinois Glass Co. v. *St. L.-S. F. Ry. Co.* (55 I. C. C., 8.)

670. Rate on glass soda bottles, in carloads, from Okmulgee, Okla., to Thibodaux, La., found unreasonable. Reparation awarded.

Sauer Co. v. *A. & V. Ry. Co.* (55 I. C. C., 11.)

671. The southern classification rating on flavoring extracts in glass bottles packed in wooden cases, and in bulk in wooden barrels, not found to have been or to be unreasonable, unjustly discriminatory, or unduly prejudicial. Complaint dismissed.

Beaven-Jackson Lumber & Veneer Co. v. *B. & M. R. R.* (55 I. C. C., 15.)

672. Rates on carload shipments of yellow-pine box shooks from Evergreen, Ala., to Canastota, N. Y., Brattlesboro and Essex Junction, Vt., and Highlandtown, Baltimore, Md., found unreasonable. Reparation denied. Complaint dismissed.

Tull & Gibbs v. *N. & W. Ry. Co.* (55 I. C. C., 17.)

673. Charges on a shipment of furniture from Martinsville, Va., to Spokane, Wash., found unreasonable to the extent indicated. Reparation awarded.

Orange Rice Milling Co. v. *Director General.* (55 I. C. C., 19.)

674. Rate charged on two carloads of rice bran from Iota and Welsh, La., to Childress, Tex., found unreasonable to the extent that it exceeded or may exceed the aggregate of the intermediate rates subject to the act to regulate commerce contemporaneously in effect over the route of movement. Reparation awarded and reasonable maximum rate prescribed.

Dietz Lumber Co. v. *Director General.* (55 I. C. C., 21.)

675. Rate on two carloads of yellow-pine lumber from Lenwil, La., to Ash Grove, Kans., found to have been unreasonable. Reparation awarded.

Equitable Powder Mfg. Co. v. *Director General.* (55 I. C. C,. 24.)

676. Rate on imported nitrate of soda, in carloads, from New Orleans, La., and Pensacola, Fla., to Fenn, Ark., not found unreasonable, but found unduly prejudicial as compared with the rates from the same points of origin to Joplin, Carl Junction, and Atlas, Mo., and Turck and Pittsburg, Kans. Undue prejudice ordered removed. Reparation denied.

Partridge Lumber Co. v. *Director General.* (55 I. C. C., 29.)

677. Rates on sawdust, in carloads, from Minneapolis, Minn., to Cherokee, Iowa, found unreasonable to the extent that it exceeded and exceeds the aggregate of the intermediate rates, subject to the act to regulate commerce, contemporaneously in effect over the route of movement. Reparation awarded.

Refinite Co. v. *Director General.* (55 I. C. C., 31.)

678. Rate on crude clay, in carloads, from Buffalo Gap, S. Dak., to Des Moines, Iowa, found to have been unreasonable. Reparation awarded.

Reynolds Tobacco Co. v. *P. R. R. Co.* (55 I. C. C., 33.)

679. Charges on certain carloads of tin foil from New York, N. Y., to Winston-Salem, N. C., found unreasonable. Reparation awarded.

National Refining Co. v. *M. P. R. R. Co.* (55 I. C. C., 35.)

680. Rate on petroleum and its products, in carloads, from Coffeyville, Kans., to Little Rock, Ark., not shown to have been unreasonable. Complainants not shown to have been damaged by alleged undue prejudice, or by the maintenance of a lower rate from Ponca City, Okla., a farther distant point. Complaint dismissed.

Gross v. *Director General.* (55 I. C. C., 37.)

681. Carload of soda ash from Barberton, Ohio, to Shinglehouse, Pa., found to have been misrouted. Reparation awarded.

Marfield Grain Co. v. *Director General.* (55 I. C. C., 39.)

682. Two carloads of wheat from Shickley and Dorchester, Nebr., to Chicago, Ill., stored at Lincoln, Nebr., and milled in transit at Aberdeen, S. Dak., found to have been overcharged and misrouted. Reparation awarded.

Peoria Board of Trade v. *A., T. & S. F. Ry. Co.* (55 I. C. C., 42.)

683. Joint rates on grain, in carloads, from points in Illinois via Peoria, Ill., to points in eastern trunk line territory found to have been and to be unreasonable to the extent that they have exceeded or may exceed the aggregate of the corresponding rates subject to the act contemporaneously in effect to and from Peoria.

684. The adjustment of the joint rates not found to have been or to be unduly prejudicial to complainant or Peoria or unduly preferential of competing grain markets.

685. Reparation denied.

St. Louis Electric Terminal Railway Co. v. *C., C., C. & St. L. Ry Co.* (55 I. C. C., 52.)

Upon application of the Illinois Traction system for an order requiring the establishment of through routes and joint rates between points on the lines of the Illinois Traction system on the one hand and points on the New York Central system on the other, *Held:*

686. That through routes should be established for the transportation of freight traffic except coal from and to all points on the line of the Illinois Traction system between Lincoln and Mackinaw, to and from all points on the New York Central system, and joint rates applicable thereto not higher than the rates contemporaneously applied on like traffic from and to Peoria.

687. That through routes for the transportation of freight traffic except coal should be established to and from Mechanicsburg from and to all points on the New York Central system, and to Fetzer from all points on the New York Central system, and joint rates applicable thereto not higher than the rates contemporaneously effective on like traffic to and from Springfield.

688. That through routes for the transportation of grain should be established from elevators located on the Illinois Traction system at points not served by defendant carriers to all points on the New York Central system, and joint rates applicable thereto not higher than the rates contemporaneously applied on grain from Peoria.

Virginia Coal & Fuel Co. v. *N. & W. Ry. Co.* (55 I. C. C., 61.)

689. Complainant not entitled to an order requiring a switch connection with a proposed private track from its mine to the line of the Norfolk & Western Railway Company at Mathi's spur, Quaker, W. Va., since it has not provided a private track with which connection could be made. Complaint dismissed without prejudice.

Fargo Iron & Metal Co. v. *N. P. Ry. Co.* (55 I. C. C., 65.)

690. Certain shipments of old thrashing engines found not to be of scrap iron within the meaning of the defendant's tariff, which applies only on scraps or pieces of iron or steel of value for remelting purposes only.

Tobacco Products Corp. v. *Director General.* (55 I. C. C., 69.)

691. Rates on cigarettes in fiber-board boxes shipped in less-than-carload lots from New York, N. Y., to points in California, Oregon, and Washington, and the classification rule applicable thereto, found to have been justified. Complaint dismissed.

Western Pacific R. R. Co. v. *S. P. Co.* (55 I. C. C., 71.)

692. A lower basis of divisions of joint through passenger fares between points in the state of California and Salt Lake City, Utah, and points north and east thereof, accorded complainant, than defendants allow each other of similar joint fares, found to be unlawful, in violation of the second paragraph of section 3 of the act.

693. Reparation awarded.

Northern Grain & Warehouse Co. v. *O. T. Ry. Co.* (55 I. C. C., 101.)

694. Defendants' tariff rule which provided in connection with a rate on wheat in carloads from Culver, Oreg., to Minneapolis, Minn., that when a car of 80,000 pounds capacity, the minimum under the said rate, was not furnished, the marked capacity of the car used, but not less than 60,000 pounds, would govern, found unreasonable and to have resulted in increased charges which were not justified. Reparation awarded and reasonable rule prescribed.

National Shipbuilding Co. v. *K. C. S. Ry. Co.* (55 I. C. C., 104.)

695. Rate on lumber, in carloads, from Merryville, La., to Orange, Tex., by way of De Ridder, La., and Mauriceville, Tex., found unreasonable. Reparation awarded and reasonable maximum rate prescribed.

Brock Candy Co. v. *A. G. S. R. R. Co.* (55 I. C. C., 107.)

696. Charges on clarified sugar in Cuban bags, in carloads, from New Orleans, La., to Chattanooga, Tenn., found to have been unreasonable. Reparation awarded.

Beaumont Chamber of Commerce v. *Director General.* (55 I. C. C., 110.)

697. Rates on molding sand, carloads, from Utica, Ill., to Beaumont, Tex., not found unreasonable. Two shipments found to have been misrouted and reparation awarded on one.

N. O., N. & N. Ry. Co. v. *I. C. R. R. Co.* (55 I. C. C., 113.)

698. The question whether the word "junction" as used in the order entered July 29, 1914, in *The Tap Line Case*, 31 I. C. C., 490, relates to the point of connection between two main lines or the point of actual placement of cars interchanged being under consideration; *Held:* That the junction within the meaning of that order is the point or locality where the two main lines meet and connect. Complaint dismissed.

Kansas City Southern Railway Company. (1 Val. Rep., 223.)

699. Protests of respondent carriers to the tentative valuations made by the Commission considered and determined.

700. Motion that proceeding be dismissed because of lack of jurisdiction upon the ground that section 19–a of the act to regulate commerce violates the fifth amendment to the Constitution of the United States, overruled.

701. Investment cost, by which is meant the actual expenditures made upon property to valuation date, will be reported when original cost to date can not be ascertained.

702. Property of the value of $1,023,982.85 conveyed by the Port Arthur Canal & Dock Company to the United States Government not being owned or used by the carrier on valuation date is not included in total investment cost.

703. Abandoned property which is neither owned nor used will not be included in original cost to date or total investment cost.

704. Stock ownership does not constitute title to the corporate property against which the stock is issued and nothing will be included on its account in original cost to date, total investment cost, or cost of reproduction new. Such stock is reported as noncarrier property.

705. Rails which were purchased new by the carrier, but which after use in main tracks are placed in side or passing tracks, will be included in cost of reproduction new at relay prices for the reason that when installed at the places found on valuation date the rails were secondhand.

706. Certain viaducts and riprap located off the right of way of the carrier were omitted from the inventories showing cost of reproduction new. This is common-carrier property devoted to the public use and should be included in the carrier's inventory.

707. All ballast material in place below the bottom of the tie does not serve the purpose of ballast, but instead a part is considered as earth embankment. A depth of 18 inches below the bottom of the tie is approved in this case as the maximum depth for stating ballast quantities, all remaining ballast material being considered as earth and priced as such in cost of reproduction new.

708. Inventory method of stating original cost to date disapproved.

709. Glenn Pool Tank Line Company held not to be common carrier and no valuation required to be made of its property.

710. *Texas Midland Railroad*, 1 Val. Rep., 1, and *Winston-Salem Southbound Railway Company*, 1 Val. Rep., 187, followed with respect to other disputed items.

711. Tentative valuations as corrected made final, to be supplemented by further appropriate findings and orders with respect to the value of the common-carrier properties.

INDEX TO POINTS DECIDED IN REPORTED CASES.

[The numbers refer to the corresponding headnotes. For example, the number 189, found under the head of Commodity rates in this index, refers to the paragraph of that number in the foregoing statement of Points Decided by the Commission.]

TABLE OF REPORTED CASES DECIDED.

[On the page indicated will be found the points decided in each case.]

APPENDIX E.

DIGEST OF FEDERAL COURT DECISIONS.

DIGEST OF FEDERAL COURT DECISIONS.

A discussion of court decisions, involving injunctions to restrain enforcement of orders of the Commission and of decisions relative to criminal violations of the law, can be found in the text of this annual report. The decisions abstracted herein involve questions of railway regulation which are closely related to matters arising before commissions.

IN THE SUPREME COURT.

CONFISCATORY RATES.

In *Detroit & Mackinac Ry. Co.* v. *Fletcher Paper Co.*, 248 U. S., 30, decided November 18, 1918, it was held that a statute permitting a state railroad commission to fix the rates for the transportation of logs wholly within the state is not in violation of the federal Constitution, as precluding an inquiry into the confiscatory character of such rates, where the carrier has, and makes use of, a chance to have the validity of the rates judicially determined in an action against the commission.

CARMACK AMENDMENT.

In *C., R. I. & P. Ry. Co.* v. *Maucher*, 248 U. S., 359, decided January 7, 1919, it was held that the Carmack amendment deals only with shipment of property and not with the transportation of persons.

In *M., K. & T. Ry. Co.* v. *Scaly*, 248 U. S., 363, decided January 7, 1919, it was held that the contention that the federal law governs the rights and liabilities of the parties to an interstate shipment is too unsubstantial to afford the basis for a writ of error, where the cause of action arose six years before the passage of the Carmack amendment.

In *C. & E. I. R. R. Co.* v. *Collins Produce Co.*, 249 U. S., 186, decided March 3, 1919, it was held that the burden of proving affirmatively that the loss of an interstate shipment during transportation on a connecting line was caused by such connecting carrier was not cast upon the shipper in his suit against the initial carrier by the Carmack amendment.

In *T. & P. Ry. Co.* v. *Leatherwood*, — U. S., ——, decided June 9, 1919, it was held that connecting carriers of an interstate shipment can not be prevented by estoppel or otherwise from relying upon a provision in the bill of lading issued by the initial carrier, conformably to the Carmack amendment, that suits for damages must be brought within six months after the loss occurs, although such connecting carriers exacted from the shipper, as a condition of carriage over their lines, new bills of lading which did not contain any such limitation as to time for suit.

In *Erie R. R. Co.* v. *Shuart*, — U. S., ——, decided June 9, 1919, it was held that a clause in an interstate bill of lading requiring the presentation of a written claim for damages to a live-stock shipment within five days from the time the stock is removed from the cars is valid and controlling as to any liability arising from the beginning to the end of the transportation contracted for. It appeared in this case that the shippers were unloading the cattle at a switch through a cattle chute owned by the railroad when the injury occurred. The shippers maintained that transportation had ended when the accident occurred, and consequently no written claim was necessary. The court did not accept this view, in consideration of the amendment to the act to regulate commerce enlarging the definition of the term "transportation."

FREE "TRANSFERS" BETWEEN STREET RAILWAYS.

In *Englewood* v. *D. & S. P. Ry. Co.*, 248 U. S., 294, decided January 7, 1919, it was held that the federal Supreme Court will not go behind the decision of a state court in ordering free "transfers" between street railways in accord-

ance with the regulations of the state utilities commission, if the state could confer such power on the commission.

But in *Detroit United Ry. Co.* v. *Detroit*, 248 U. S., 429, decided January 13, 1919, it was held that a franchise right of a street railway company to charge a 5-cent fare without transfers is impaired by a provision of a subsequent municipal ordinance requiring transportation without any charge for transfers.

JURISDICTION OVER ACTIONS ARISING UNDER THE ACT.

In *S. P. Co.* v. *Stewart*, 248 U. S., 446, decided January 13, 1919, it was held that a judgment of a circuit court of appeals in an action arising under the act to regulate commerce is reviewable in the federal Supreme Court.

CONTRACTS BETWEEN TELEGRAPH AND RAILWAY COMPANIES.

In *Postal Teleg.-Cable Co.* v. *T. & T. W. R. R. Co.*, 248 U. S., 471, decided January 20, 1919, it was held that the proviso in the act to regulate commerce permitting telegraph and railway companies to enter into contracts for the exchange of services applies to "off-line" services as well as to those on the line.

DISCRIMINATION AGAINST CARRIERS.

In *Arkadelphia Milling Co.* v. *St. L. S. W. Ry. Co.*, 249 U. S., 134, decided March 3, 1919, it was held that carriers are not unconstitutionally discriminated against by a freight tariff prescribed by a state commission which gives the benefit of low rough material rates on lumber only where the shipper transports over the same line that brought in the rough material a certain percentage of the manufactured product.

LOCAL TRANSPORTATION AS PART OF INTERSTATE SHIPMENT.

In the same case it was held that the movement of rough lumber from forest to milling points in the state, followed by the forwarding of the finished product to points outside the state, did not constitute interstate commerce so as to render inapplicable the rough-material intrastate freight rates prescribed by state authority, although experience indicated that 95 per cent of the product must be marketed outside the state, where it was not intended, when the rough material left the woods, that it should be transported out of the state or elsewhere beyond the mill until it had been subjected to a manufacturing process that materially changed its character, and where, after the product was manufactured, it was stored at the mill to await a market, the manufacture and storage occupying five months on the average.

In *Kans. Pub. Util. Com.* v. *Landon*, 249 U. S., 236, decided March 17, 1919, it was held that the sale and delivery of gas to customers at burner tips by local distributing companies operating under special franchises, and the payment of two-thirds of their receipts to the natural gas company furnishing the gas through interstate pipe lines, does not constitute any part of interstate commerce so as to exclude state regulation of local rates as confiscatory and unduly burdening such commerce.

In *S. P. Co.* v. *Arizona*, 249 U. S., 472, decided April, 14, 1919, it was held that the mere intention of an owner of a show equipment to continue his tour beyond the state did not convert a contemplated movement of the show between two points within the state into an interstate movement so as to preclude the state from requiring that the transportation service between such points be performed by a carrier, and fixing the rate chargeable by the carrier for such service.

ADEQUATE FACILITIES.

In *C. & N. W. Ry. Co.* v. *Ochs*, 249 U. S., 416, decided April 14, 1919, it was held that an enforced discharge by a common carrier of its duty to provide reasonably adequate facilities for serving the public does not amount to a taking of property without compensation merely because it is attended with some expense. To the same effect is *L. E. & W. R. R. Co.* v. *State P. U. C. of Ill.*, 249 U. S., 422, decided April 14, 1919.

INCREASE OF OPERATING COSTS.

In *Columbus Ry., P. & L. Co.* v. *Columbus*, 249 U. S., 399, decided April 14, 1919, it was held that street railway operating costs and decreased net revenues due to war conditions and to an increased wage scale fixed by the National War Labor Board, though rendering unremunerative the street railway fares fixed by municipal franchise ordinances which by acceptance become valid contracts, mutually binding for 25 years, do not absolve the street railway company from the obligations of its contract so as to justify it in surrendering its franchises and excuse it from giving service at the rates so fixed, especially where it can not be said that, taking all the years of the terms together, the contract will prove unremunerative.

MISDESCRIPTION.

In *N. Y. C. R. R. Co.* v. *Goldberg*, 250 U, S.. 85, decided May 19, 1919, it was held that a misdescription of an interstate shipment in the bill of lading as dry goods instead of furs, if not attributable to fraud, did not relieve the carrier from liability for the loss of the goods. The effect of the provision of the bill of lading in regard to increase of rates in case freight is rated too low is merely to impose upon the shipper or consignor an obligation to pay the higher freight rate on furs which the filed tariff prescribed, the liability of the carrier for a failure to deliver the goods remaining unaffected.

FEDERAL FIXING OF INTRASTATE RAILROAD RATES.

In *N. P. Ry. Co.* v. *North Dakota*, 250 U. S., 135, decided June 2, 1919, it was held that the authority to make and enforce intrastate rates without regard to state actions must be deemed to have been included in the comprehensive powers given the President by the laws to take over and operate the railroad transportation systems as a war emergency measure.

FEDERAL CONTROL OF INTRASTATE TELEPHONE RATES.

In *Dakota Central Telephone Co.* v. *South Dakota*, 250 U. S., 163, decided June 2, 1919, it was held that state control over intrastate telephone rates ceased with the exercise by the President of his authority under law, as a war emergency measure, to take complete possession and exclusive control of the telephone systems of the country.

FEDERAL CONTROL OF INTRASTATE TELEGRAPH RATES.

In *Burleson* v. *Dempey*, 250 U. S., 191, decided June 2, 1919, it was held that the United States, in operating the telegraphs under the authority of law, is not governed as to intrastate rates by state authority.

COMPENSATORY RETURN.

In *Lincoln Gas & E. L. co.* v. *Lincoln*, 250 U. S., 256, decided June 2, 1919, it was held that a gas rate fixed by municipal ordinance can not be said necessarily to be free from the objection that it is confiscatory merely because it yields as much as 6 per cent upon the invested capital, where 8 per cent is the lowest rate sought and generally obtained as a return upon capital invested in banking, merchandise, and other business in the vicinity, 7 per cent being the legal rate of interest in the state.

FEDERAL REGULATION OF BILLS OF LADING.

In *U. S.* v. *Ferger*, 250 U. S., 199, decided June 2, 1919, it was held that bills of lading for the movement of interstate commerce are instrumentalities of that commerce which Congress, under its power to regulate commerce, has authority to deal with and provide for; and that the fraudulent fabrication and use of fictitious interstate bills of lading could be prohibited and punished as was done by the act of August 29, 1916, as a means of protecting and sustaining the vast volume of interstate commerce operating and moving in reliance upon genuine bills of lading.

FEDERAL QUESTION.

In *Pawhuska* v. *Pawhuska Oil & Gas. Co.*, 250 U. S., 394, decided June 9, 1919, it was held that a controversy as to whether a municipality or a state corporation commission is authorized to exercise the power of rate regulation of a public utility is a question of local law, the decision of which by the highest court of the state is final.

INTEREST ON DAMAGE CLAIMS.

In *Pa. R. R. Co.* v. *Minds*, 250 U. S., 368, decided June 9, 1919, it was held that charging the jury in a suit upon reparation orders made by the Interstate Commerce Commission, based upon alleged discrimination against shippers in railway car distribution, that they might add interest, not exceeding 6 per cent, on the damages found, is not error, although the recoveries are less than the amounts claimed before the Commission, where for years these claims have been contested, and the carrier has never offered any payment of the awards.

IN THE CIRCUIT COURTS OF APPEALS.

NOTICE OF LOSS OR DAMAGE.

In *Olson* v. *C., B. & Q. R. R. Co.*, 250 Fed., 372, decided March 9, 1918, the court for the eighth circuit held that a telegram by a shipper to an officer of a railroad company notifying him that a shipment of cattle would suffer injuries if precautions were not taken is not notice of loss or damage within the provisions of the bill of lading.

CONDITIONS FOR ENTERING A PORT.

In *Hamburg-American Steam Packet Co.* v. *U. S.*, 250 Fed., 747, decided January 10, 1918, the court for the second circuit held that under the power to regulate commerce with foreign nations and among the several states Congress has the right to determine the conditions upon which ships or persons and merchandise may enter or depart from those places designated as ports.

DIFFERENTIAL RATES.

In *Portland Cattle Loan Co.* v. *O. S. L. R. R. Co.*, 251 Fed., 33, decided May 6, 1918, the court for the ninth circuit, in an action by a railroad company to recover balances due as freight for shipments of cattle, held that published tariffs required that a differential rate from the point of shipment to a certain point should be collected.

NONADJACENT FOREIGN TRAFFIC.

In *Pacific Mail S. S. Co.* v. *W. P. R. R. Co.*, 251 Fed., 218, decided May 6, 1918, the court for the ninth circuit held that while an interstate railroad company is subject to the act to regulate commerce, and the provisions of its tariffs filed pursuant to section 6 must be strictly observed, yet the Interstate Commerce Commission is without jurisdiction over ocean carriage of export and import traffic destined to or coming from nonadjacent foreign countries.

CARMACK AMENDMENT.

In *N. Y. C. R. R. Co.* v. *Mutual Orange Distributors*, 251 Fed., 230, decided May 6, 1918, the court for the ninth circuit held that where a bill of lading for an interstate shipment required the owner or consignee to pay the freight, an action by a connecting carrier to recover freight due is governed by the Carmack amendment and under the Judicial Code is within the jurisdiction of the federal district court, regardless of the amount involved.

OPERATION OF A BANKRUPT RAILROAD.

In *Central Bank & Trust Corp.* v. *Cleveland*, 252 Fed., 530, decided July 19, 1918, the court for the fourth circuit held that where a small branch railway has for some years been running at a loss, and has been unable to pay in-

debtedness, residents, who are neither stockholders nor creditors, can not require operation of such railroad.

STORAGE OF EXPLOSIVES.

In *Seattle* v. *Lloyd's Plate Glass Ins. Co.*, 253 Fed., 321, decided October 7, 1918, the court for the ninth circuit held that there is nothing in the federal law, relating to transportation of nitroglycerin in interstate and foreign commerce, which deprives a city of power to designate places in its harbor where explosives in course of transportation in interstate or foreign commerce shall be handled or kept.

"BURNT COTTON."

In *So. Ry. Co.* v. *Pettit*, 257 Fed., 663, decided January 15, 1919, the court for the sixth circuit held that the rule of the Commission providing that "burnt cotton" must not be offered for shipment until it has been reconditioned, or until not less than five days have elapsed since the last evidence of fire thereon, does not forbid shipment of cotton which had been part of a larger mass that had been on fire after five days elapsed, merely because there was fire in other cotton about 200 yards distant at the time of shipment.

SUITABLE CARS.

In *C., R. I. & P. Ry. Co.* v. *Lawton Refining Co.*, 253 Fed., 705, decided October 28, 1918, the court for the eighth circuit held that the obligation to carry goods safely often requires that special kinds of cars be supplied for the transportation of the goods which the carrier has accepted or holds itself out to carry; but that where articles of an extraordinary character are offered, a carrier is not bound to accept them, or provide facilities of a different kind from those usually furnished for transportation; hence a railroad company was not required to furnish tank cars to carry the oils of a refinery.

PORTO RICO SCHEDULE OF RATES.

In *People of Porto Rico* v. *Amer. R. R. Co. of Porto Rico*, 254 Fed., 369, decided December 4, 1918, the court for the first circuit held that the Porto Rican act, making it unlawful for a railroad company to charge other or different rates than those specified in a tariff schedule approved by the executive council, was within the powers of the legislative assembly and valid.

PORTO RICO CABLE RATES.

In *Benedicto* v. *W. I. & P. T. Co.*, 256 Fed., 417, decided March 19, 1919, the court for the first circuit held that the new organic act of Porto Rico, declaring that the act to regulate commerce and its amendments shall not apply to Porto Rico, means the local and intra-island affairs and rates, and not rates by cable lines with other countries, over which, otherwise, the Interstate Commerce Commission has jurisdiction.

INTERSTATE COMMERCE.

In *Hester* v. *E. T. & W. N. C. R. R. Co.*, 254 Fed., 787, decided December 5, 1918, the court for the fourth circuit held that the hauling of empty cars from one state to another is interstate commerce, and that the presence of interstate cars in a train makes it an interstate train.

CONVEYANCE OF TERMINALS TO SEPARATE COMPANY.

In *C., M. & St. P. Ry. Co.* v. *Des Moines Union Ry. Co.*, 254 Fed., 927, decided October 28, 1918, the court for the eighth circuit held that the rule that public carriers may not impair their public usefulness by vitally maiming their lines has no application to conveyances by railroad companies of terminal portions of their lines to a terminal company, whereby a more efficient and economical operation of the property is secured.

DIVIDING EARNINGS.

In *W. & C. Ry. Co.* v. *M. & O. R. R. Co.*, 255 Fed., 12, decided January 7, 1919, the court for the fifth circuit held that while plaintiff and defendant had a joint tariff providing a through rate on lumber shipments, but there was no provision

for remilling at the point of junction, and defendant, on shipments remilled, collected the local rate to the junction point, plaintiff, though it paid defendant a portion of the through rate, may recover the same, regardless of knowledge of the true facts, as the transaction violated the act to regulate commerce, the rule that the courts will refuse redress to joint violators of the law having no application.

REFUSAL TO ACCEPT SHIPMENTS.

In *Swayne* v. *Everett*, 255 Fed., 71, decided January 6, 1919, the court for the ninth circuit held that a common carrier has the burden of affirmatively pleading and proving any fact which will exonerate it from liability for refusing to receive and carry goods tendered to it for shipment.

"INFORMATIVE" TARIFFS.

In *Swift & Co.* v. *U. S.*, 255 Fed., 291, decided December 5, 1918, the court for the seventh circuit held that the law compels carriers to publish and post their schedules of charges upon the theory that they will be informative; they are supposed to be expressed in plain terms, and a shipper who consults them has a right to rely upon their obvious meaning, citing 16 I. C. C., 346.

CONDEMNATION PROCEEDINGS DURING FEDERAL CONTROL.

In *Postal Teleg.-Cable Co.* v. *Call*, 255 Fed., 850, decided February 13, 1919, the court for the fifth circuit held that though the United States has taken over the operation of telegraph lines, a telegraph company may institute and continue condemnation proceedings to acquire new rights of way.

LIABILITY FOR FREIGHT CHARGES.

In *Wallingford Bros.* v. *Bush*, 255 Fed., 949, decided November 7, 1918, the court for the eighth circuit held that one who became the owner of a grain shipment while it was in transit, but whose ownership ended before delivery of the shipment to a purchaser is under no obligation to pay freight charges after delivery.

EVIDENCE SUPPORTING REPARATION ORDER.

In *M. C. R. R. Co.* v. *Elliott*, 256 Fed., 18, decided January 15, 1919, the court for the second circuit held that judgment should be for defendant, in an action on a reparation order of the Interstate Commerce Commission in favor of a consignee; there being nothing but the order and the record before the Commission, showing that, while it found the rate unreasonable, it made the order on the mere assignment by the shipper to the consignee of all its claims in the matter, after it had found that it clearly appeared that the shipper had paid no freight charge and that there was no proof that the consignee had paid the excess.

FREE INTRAPLANT SWITCHING.

In *Amer. Smelting & Refg. Co.* v. *U. P. R. R. Co.*, 256 Fed., 737, decided May 21, 1919, the court for the eighth circuit held that a provision in a lease of land by an interstate railroad company for a smelter plant site, by which, in consideration of the rental, it agreed to do intraplant switching of cars, wholly disconnected from their transportation over its road, free of charge, was not invalid as a device to cover the giving of rebates.

CONSTRUCTION OF F. O. B. CONTRACTS.

In *Brooks-Scanlon Co.* v. *I. C. R. R. Co.*, 257 Fed., 235, decided April 7, 1919, the court for the fifth circuit held that where a company, which sold lumber to a railroad f. o. b. its rails, made its prices with reference to the railroad's practical construction of the contract by payment of the lumber company's bill without deduction of payments made by a division of the railroad, and such construction was followed thereafter, the railroad can not recover back part of the payments on the ground that the construction was erroneous.

REFUNDS FOR SWITCHING CHARGES.

In *Pa. Co.* v. *U. S.*, 257 Fed., 261, decided January 7, 1919, the court for the seventh circuit held that claims for refunds for switching charges paid on prior inbound shipments into Chicago from the west could not be granted or enlarged by a subsequently enacted tariff, and hence the joint tariff, effective later, was not authority for a refund on inbound shipments received prior thereto.

IN THE DISTRICT COURTS.

TRANSPORTATION BY AUTOMOBILE.

In *Ex Parte Westbrook*, 250 Fed., 636, decided April 5, 1918, the court for the southern district of Florida held that transportation of intoxicants by automobile from one state to another is interstate commerce.

In *U. S.* v. *Simpson*, 257 Fed., 860, decided April 24, 1919, the court for the district of Colorado held that an automobile may be so used as to become a common carrier in interstate commerce.

TARIFF RATES.

In *B. & O. R. R. Co.* v. *Carnegie Steel Co.*, 251 Fed., 682, decided January 31, 1918, the court for the western district of Pennsylvania held that rates of a railroad company, which conform to its published tariffs, can not be contested in the courts as unreasonable.

CUMMINS AMENDMENT.

In *McCaull-Dinsmore Co.* v. *C., M. & St. P. Ry. Co.*, 252 Fed., 664, decided August 23, 1918, the court for the district of Minnesota held that, under the Cummins amendment, a common carrier, where wheat was lost in transit, is liable for the value of the grain at the point of destination, notwithstanding the shipment was made under a contract known as a "uniform bill of lading," which was part of the public tariffs filed with the Interstate Commerce Commission, and which provided that the loss should be computed on the value of the property at the time and place of shipment.

EMBARGOES.

In *U. S.* v. *Metropolitan Lumber Co.*, 254 Fed., 335, decided November 30, 1918, the court for the district of New Jersey held that carriers by railroad have the power to lay embargoes for the proper conduct of their business.

In *U. S.* v. *L. V. Ry. Co.*, 254 Fed., 332, decided January 29, 1918, the court for the southern district of New York held that the fact that a railroad embargo was illegal does not make discriminatory transportation under it legal, for transportation given one shipper while an embargo was enforced against others is an unlawful discrimination.

PRIOR ACTION BY THE COMMISSION.

In the *Metropolitan Lumber Case*, *supra*, it was held that a prosecution against shippers charged with obtaining discriminations in violation of the Elkins Act cannot be defeated on the theory that the Interstate Commerce Commission should first have determined whether the actions of the shippers constituted violation because one court may hold they did and another they did not.

SUSPENSION OF THE ACT TO REGULATE COMMERCE.

In the *Metropolitan Lumber Case*, *supra*, it was held that neither the presidential proclamation, whereby the President as a war measure assumed control under law of the railway systems of the country nor the federal control act suspended the operation of the act to regulate commerce.

CARMACK AMENDMENT.

In *Lysaght* v. *L. V. Ry. Co.*, 254 Fed., 351, decided December 20, 1918, the court for the southern district of New York held that the proviso in the Carmack amendment that nothing in the section shall deprive the shipper "of any

remedy or right of action which he has under the existing law" means the common law as understood in the federal courts, and excludes changes made by state statutes.

CONFISCATORY RATES.

In *Doherty & Co.* v. *T. R. & L. Co.*, 254 Fed., 577, the court for the northern district of Ohio held that where the authorities of Toledo proposed to take action to compel a street railway, which was operating without a franchise, to sell 11 tickets for 50 cents, such action, under the circumstances, would work a confiscation and would be enjoined in advance, as the company was entitled to charge for its service a sum which would give a fair return.

SITUS OF SUITS UNDER THE FEDERAL CONTROL ACT.

In *Friesen* v. *C., R. I. & P. Ry. Co.*, 254 Fed., 875, decided December 27, 1918, the court for the district of Nebraska held that orders of the Director General of Railroads that suits against carriers, while under federal control, should be brought in the county or district where the plaintiff resided at the time of the accrual of the action, were not effective to so limit that right, and, where authorized by state law, a plaintiff might sue in a district other than in which he resided at the time of the accrual of the action upon a cause of action not arising out of the railway's company's duties as a common carrier.

It seems that another federal judge in *Wainright* v. *Pa. R. R. Co.*, an unpublished opinion, came to a different conclusion in this matter.

DIRECTOR GENERAL AS A PARTY.

In *Rutherford* v. *U. P. R. R. Co.*, 254 Fed., 880, decided January 11, 1919, the court for the district of Nebraska held that as the Director General is the carrier, since the President has taken over the railroads, he can be substituted for the railroad companies in actions against railway carriers.

But in *Jensen* v. *L. V. Ry. Co.*, 255 Fed., 795, decided February 1, 1919, the court for the southern district of New York held differently from the next preceding case, said that Congress meant by the term "carriers" the corporations themselves, and denied the motion to substitute the Director General for the railroad company.

PROCESS AGAINST THE DIRECTOR GENERAL.

In *Dahn* v. *McAdoo*, 256 Fed., 549, decided May 2, 1919, the court for the northern district of Iowa held that under the federal control law no process will issue on judgment against the Director General which will interfere with his possession of railroad property committed to his control.

INJUNCTION AGAINST THE DIRECTOR GENERAL.

In *Nueces Valley T. Co.* v. *McAdoo*, 257 Fed., 143, decided April 15, 1919, the court for the western district of Texas held that preventing the Director General from transferring his employees from one point to another and from regulating their duties would be in contravention of the terms of the federal control act and of the entire spirit and purpose of that act.

CLAYTON ANTITRUST ACT.

In *Pictorial Review Co.* v. *Curtis Pub. Co.*, 255 Fed., 206, decided June 23, 1917, the court for the southern district of New York held that a contract between the publisher of a magazine and his district agents, prohibiting the handling of other magazines without the publisher's consent was not forbidden by the Clayton Act as requiring purchasers to refrain from handling goods of competitors, or as generally causing unreasonable restraint of trade, as the district agents were more than mere purchasers.

FIXING RATES.

In *Westinghouse E. & M. Co.* v. *B. Ry Co.*, 255 Fed., 378, the court for the northern district of New York held that in New York the public service commission has power to increase or change rates or fares; but this power does

not exist where there is a valid contract between a municipality and a street railroad company fixing the rates of fare.

CLASS OF SERVICE TO BE RENDERED.

In *North American Const. Co.* v. *D. M. C. Ry. Co.*, 256 Fed., 107, decided March 18, 1919, the court for the southern district of Iowa held that where a franchise of a street railway company is definite as to fares, with no provision as to change, there can, in case of insufficient income, be no increase of fares, but the class of service must yield.

PROPERTY IN EXPRESS MATTER.

In *U. S.* v. *Kambeitz*, 256 Fed., 247, decided March 7, 1919, the court for the northern district of New York held that the United States has a special property in express matter being carried for hire by an express company operated by the government which will sustain a prosecution for larceny of such property.

SITUS OF SUITS TO ENFORCE REPARATION ORDERS.

In *Graustein* v. *Rutland R. R. Co.*, 256 Fed., 409, decided March 4, 1919, the court for the district of Massachusetts held that the act to regulate commerce does not authorize service of process in suits against railroad companies on reparation orders of the Interstate Commerce Commission beyond the district in which the complainant resides.

IRREVOCABLE CONTRACT FIXING RATES.

In *San Antonio Public Service Co.* v. *San Antonio*, 257 Fed., 467, decided February 15, 1919, the court for the western district of Texas held that under the constitution of Texas a city having power under its charter "exclusively to regulate everything connected with city railroads" is without authority to make an irrevocable contract fixing the rate of fare in an ordinance granting a franchise to a street railroad company, and such provision is regulatory only, subject to change by the city to protect the public from excessive charge for service, and to the constitutional right of the company to earn a fair return on its investment.

APPENDIX F.

AVERAGE ANNUAL RAILWAY OPERATING INCOME CERTIFICATIONS THUS FAR MADE TO THE PRESIDENT PURSUANT TO SECTION 1 OF THE FEDERAL CONTROL ACT, APPROVED MARCH 21, 1918.

AVERAGE ANNUAL RAILWAY OPERATING INCOME.

The certifications thus far made to the President, pursuant to section 1 of the Federal control act, approved March 21, 1918, are shown below; deficits are in *italics*.

Name of carrier.	Income.
Abilene & Southern Ry. Co	$78,375.18
Almapee & Western Ry. Co	31,118.48
Akron Union Passenger Depot Co	8,289.92
Akron & Barberton Belt R. R. Co	30,103.76
Alabama Great Southern R. R. Co	1,703,179.65
Alabama & Vicksburg Ry. Co	322,854.47
Albany Passenger Terminal Co	5,648.49
Alton & Southern R. R	23,121.87
American Refrigerator Transit Co.[1]	546,707.97
Ann Arbor R. R. Co	525,882.96
Anthony & Northern Ry. Co	9,512.52
Arizona Eastern R. R. Co	1,242,474.82
Arizona & New Mexico Ry. Co	300,965.13
Arkansas Central R. R. Co	6,838.58
Arkansas Western Ry. Co	*6,575.51*
Arkansas & Louisiana Midland Ry. Co	31,994.06
Arkansas & Memphis Railroad Bridge & Terminal Co	296,113.18
Asheville & Craggy Mountain Ry. Co.	*3,017.13*
Ashland Coal & Iron Ry. Co	73,569.57
Atchison, Topeka & Santa Fe Ry. Co	38,443,724.93
Atlanta, Birmingham & Atlantic Ry. Co	358,058.43
Atlanta Terminal Co	68,935.62
Atlanta & St. Andrews Bay Ry. Co.	48,630.09
Atlanta & West Point R. R. Co	252,995.16
Atlantic City R. R. Co	222,036.04
Atlantic Coast Line R. R. Co	10,180,915.15
Atlantic & St. Lawrence R. R. Co	*4,271.12*
Atlantic & Western R. R	12,660.72
Atlantic & Yadkin Ry. Co	*57,470.72*
Augusta Southern R. R. Co	22,587.01
Augusta Union Station Co	12,978.60
Augusta & Summerville R. R. Co	*286.90*
Baltimore, Chesapeake & Atlantic Ry. Co	86,647.38
Baltimore Steam Packet Co.[2]	100,793.08
Baltimore & Ohio R. R. Co	25,611,892.07
Baltimore & Ohio Chicago Terminal R. R. Co	1,255,201.77
Baltimore & Sparrows Point R. R. Co	55,520.12
Bangor & Aroostook R. R. Co	1,555,775.29
Barnegat R. R. Co	*8,857.25*
Barre & Chelsea R. R. Co	32,970.30
Bath & Hammondsport R. R. Co	7,221.43
Beaumont, Sour Lake & Western Ry. Co	*34,546.12*
Beaumont Wharf & Terminal Co	4,191.72
Bellingham & Northern Ry. Co	40,305.24
Bellington & Northern R. R. Co	*1,337.35*
Belt Ry. Co. of Chicago	869,442.49
Bennettsville & Cheraw R. R. Co	30,853.04
Bessemer & Lake Erie R. R. Co	4,674,714.44
Big Fork & International Falls Ry. Co	31,931.82
Bingham & Garfield Ry. Co	1,234,492.96
Birmingham & Northwestern Ry. Co.	34,522.86
Birmingham Terminal Co	77,456.16
Black Mountain Ry. Co	34,285.23
Blue Ridge Ry. Co	37,887.22
Boston & Maine R. R	9,478,074.95
Boyne City, Gaylord & Alpena R. R. Co	67,689.16
Bridgton & Saco River R. R. Co	16,136.37
Brimstone Railroad & Canal Co	$42,113.26
Brooklyn Eastern District Terminal	306,259.63
Brownwood North & South Ry. Co.	*8,529.07*
Buffalo Creek R. R. Co	409,397.76
Buffalo, Rochester & Pittsburgh Ry. Co	3,276,410.42
Buffalo & Susquehanna R. R. Corp.	592,627.53
Bullfrog Goldfield R. R. Co	19,338.90
Calumet, Hammond & Southeastern R. R. Co	*10,619.94*
Calumet Western Ry. Co	*3,216.89*
Canadian Pacific Ry. Co. lines in Maine	251,555.44
Canadian Pacific Ry. Co.'s Pacific coast steamers in United States[2]	152,311.01
Carolina, Clinchfield & Ohio Ry.	1,581,950.33
Carolina, Clinchfield & Ohio Ry. of S. C	46,013.14
Carolina R. R. Co	3,420.64
Carolina & Northwestern Ry. Co.	64,599.62
Carolina & Tennessee Southern Ry. Co	*2,092.94*
Catasauqua & Fogelsville R. R. Co.	141,512.32
Central Elevator & Warehouse Co.[1]	74,466.42
Central New England Ry. Co	1,468,123.63
Central New York Southern R. R. Corp	16,502.19
Central Indiana Ry. Co	*61,743.10*
Central of Georgia Ry. Co	3,450,903.32
Central R. R. Co. of N. J	9,352,301.13
Central Transfer Ry. & Storage Co	2,986.33
Central Union Depot & Ry. Co. of Cincinnati	114,842.27
Central Vermont Ry. Co	779,097.58
Central Vermont Ry. Co. from operation of its Canadian lines	49,527.66
Central Vermont Transportation Co.[2]	6,776.98
Champlain Transportation Co.[2]	*2,864.54*
Charleston Terminal Co	24,986.24
Charleston Union Station Co	12,368.57
Charleston & Western Carolina Ry. Co	466,921.15
Charlotte, Monroe & Columbia R. R.	*844.43*
Chattahooche Valley Ry. Co	42,341.29
Chattanooga Station Co	43,604.48
Cherry Tree & Dixonville R. R. Co.	67,926.10
Chesapeake S. S. Co.[2]	102,048.99
Chesapeake & Ohio Ry. Co	13,226,983.23
Chester & Delaware River R. R. Co.	161,332.28
Chesterfield & Lancaster R. R. Co	1,267.43
Cheswick & Harmar R. R. Co	*770.90*
Chicago, Burlington & Quincy Ry. Co	33,360,683.11
Chicago, Detroit & Canada Grand Trunk Junction R. R. Co	195,202.69
Chicago Great Western R. R. Co	2,953,449.94
Chicago Heights Terminal Transfer R. R. Co	67,131.89
Chicago, Indianapolis & Louisville Ry	1,620,258.75
Chicago Junction Ry. Co	916,804.03
Chicago, Kalamazoo & Saginaw R. R. Co	53,599.56
Chicago, Memphis & Gulf R. R. Co	45,699.03
Chicago, Milwaukee & Gary Co	*37,514.03*
Chicago, Milwaukee & St. Paul Ry. Co	27,154,551.02

[1] No operating returns made to the Commission. Operating income ascertained and certified at the request of the Director General.

[2] Boat lines.

Name of carrier.	Income.
Chicago, Peoria & St. Louis R. R. Co., Bluford Wilson and William Cotter, receivers	$127,540.49
Chicago, Rock Island & Gulf Ry. Co.	968,302.31
Chicago River & Indiana R. R. Co.	108,525.82
Chicago, Rock Island & Pacific Ry. Co	14,912,378.91
Chicago, St. Paul, Minneapolis & Omaha Ry. Co	4,934,789.51
Chicago, Terre Haute & Southeastern Ry. Co	922,784.87
Chicago & Alton R. R. Co	3,178,314.92
Chicago & Eastern Illinois R. R. Co.	2,946,000.88
Chicago & Erie R. R. Co	225,129.17
Chicago & Northwestern Ry. Co	23,201,015.60
Chicago & Western Indiana R. R. Co.	1,509,530.15
Cincinnati, Burnside & Cumberland River Ry. Co	4,239.02
Cincinnati, Findlay & Fort Wayne Ry. Co	*51,802.01*
Cincinnati, Indianapolis & Western R. R. Co	422,212.83
Cincinnati, Lebanon & Northern Ry. Co	111,984.61
Cincinnati, New Orleans & Texas Pacific Ry. Co	3,541,039.53
Cincinnati Northern R. R. Co	317,628.01
Cincinnati, Saginaw & Mackinaw R. R. Co	*97,602.92*
Cleveland, Cincinnati, Chicago & St. Louis R. R. Co	9,938,597.23
Clinton & Oklahoma Western Ry. Co.	45,241.33
Coal Belt Electric Ry. Co	12,689.11
Coal & Coke Ry. Co	282,322.54
Colorado & Southern Ry. Co	2,481,211.88
Colorado & South-Eastern R. R. Co.	34,982.75
Columbia Union Station Co	4,569.48
Connecting Terminal R. R. Co	61,243.93
Cooperstown & Charlotte Valley R. R. Co	*15,381.59*
Copper Range R. R. Co	222,781.19
Cumberland R. R. Co	*412.32*
Cumberland Valley R. R. Co	1,228,966.51
Cumberland & Pennsylvania R. R. Co	235,806.60
Cuyahoga Valley Ry. Co	*418.73*
Dallas Terminal Ry. & Union Depot Co	40,820.22
Danville & Western Ry. Co	135,308.08
Dayton Union Ry. Co	48,912.05
Dayton & Union R. R. Co	*8,241.06*
Death Valley R. R. Co	74,299.62
Delaware, Lackawanna & Western R. R. Co	15,749,476.74
Delaware & Hudson Co	7,409,600.12
Delaware & Northern R. R. Co	6,649.96
Delta Southern Ry	*48,136.23*
Denison & Pacific Suburban Ry. Co.	4,702.45
Dents Run R. R. Co	*7,480.34*
Denver & Rio Grande R. R. Co	8,319,376.67
Denver & Salt Lake R. R. Co	353,289.67
Des Moines Union Ry. Co	148,666.76
Detroit, Bay City & Western R. R. Co.	85,967.39
Detroit, Grand Haven & Milwaukee Ry. Co	146,643.56
Detroit & Huron Ry. Co	*21,157.26*
Detroit, Toledo & Ironton R. R. Co.	225,895.02
Detroit Terminal Ry. Co	186,460.40
Detroit & Mackinac Ry. Co.[1]	310,664.04
Detroit & Toledo Shore Line R. R. Co.	456,512.17
Direct Navigation Co[1]	*11,857.50*
Duluth, Missabe & Northern Ry. Co.	5,122,051.04
Duluth, South Shore & Atlantic Ry. Co	594,637.41
Duluth Terminal Ry. Co	23,830.40
Duluth Union Depot & Transfer Co.	32,175.84
Duluth & Iron Range R. R. Co	2,355,241.74
Duluth & Superior Bridge Co	33,048.48
Dunleith & Dubuque Bridge Co	138,178.32
Durham & Southern Ry. Co	134,221.70
Durham Union Station Co	6,953.60
Eastern Texas R. R. Co	3,852.23
East St. Louis Connecting Ry. Co.	$127,219.89
Eddystone & Delaware River R. R. Co	2,733.50
Electric Short Line Ry. Co	*1,966.94*
Elgin, Joliet & Eastern Ry. Co	2,862,177.21
El Paso Union Passenger Depot Co.	20,050.45
El Paso & Southwestern Ry. Co	4,145,102.30
Erie R. R. Co	15,503,938.92
Escanaba & Lake Superior R. R. Co.	58,688.01
Evansville & Indianapolis R. R. Co.	*112,280.21*
Fairchild & North-Eastern Ry. Co.	*19,469.43*
Farmers' Grain & Shipping Co	5,555.30
Fernwood & Gulf R. R. Co	41,550.21
Florida East Coast Ry. Co	2,842,842.20
Fort Dodge, Des Moines & Southern R. R. Co	579,071.75
Fort Smith & Western R. R. Co	80,499.46
Fort Worth Belt Ry. Co	55,108.96
Fort Worth & Denver City Ry. Co.	1,891,386.40
Fort Worth & Rio Grande Ry. Co.	1,300.99
Frankfort & Cincinnati Ry. Co	8,435.07
Gainesville Midland Ry	22,731.58
Gallatin Valley Ry. Co	*8,980.77*
Galveston, Harrisburg & San Antonio Ry. Co	3,230,644.60
Galveston, Houston & Henderson R. R. Co	127,366.25
Galveston Wharf Co	526,069.92
Georgia Coast & Piedmont R. R. Co.	*7,007.36*
Georgia, Florida & Alabama Ry. Co.	57,637.73
Georgia Northern Ry. Co	62,707.69
Georgia R. R. Lessee Organization	858,622.42
Georgia Southern & Florida Ry. Co.	511,457.13
Georgia Southwestern & Gulf R. R. Co	21,957.97
Georgia & Florida Ry	*562.98*
Gettysburg & Harrisburg Ry. Co.	38,955.46
Gilmore & Pittsburgh R. R. Co. (Ltd.)	40,376.93
Glenn-Pool Tank Line Co.[2]	11,592.22
Grand Canyon Ry. Co	233,496.47
Grand Rapids & Indiana Ry	929,385.42
Grand Trunk Milwaukee Car Ferry Co.[1]	53,018.86
Grand Trunk Western Ry. Co.	1,012,993.62
Great Northern Ry. Co	28,666,681.07
Green Bay & Western R. R. Co.	204,877.83
Greenwich & Johnsonville Ry. Co.	49,534.30
Gulf, Colorado & Santa Fe Ry. Co.	2,828,217.50
Gulf, Mobile & Northern R. R. Co.	558,337.86
Gulf & Ship Island R. R. Co	597,455.62
Gulf Terminal Co	25,754.02
Gulf, Texas & Western Ry. Co.	*44,609.81*
Hamilton Belt Ry. Co	7,040.29
Hannibal Connecting R. R. Co.	*2,565.55*
Harriman & Northeastern R. R. Co.	51,645.62
Hartford & New York Transportation Co.[1]	150,863.69
Hartwell Ry. Co	4,393.75
Hawkinsville & Florida Southern Ry. Co	3,433.30
High Point, Randleman, Asheboro & Southern R. R. Co	*28,146.94*
Hocking Valley Ry. Co	2,637,167.48
Houston East & West Texas Ry. Co.	375,565.53
Houston & Brazos Valley Ry. Co.	31,416.52
Houston & Shreveport R. R. Co.	85,031.76
Houston & Texas Central R. R. Co.	1,717,505.76
Hudson & Manhattan R. R. Co.[3]	3,003,362.77
Huntingdon & Broad Top Mountain R. R. & Coal Co	201,694.22
Iberia & Vermillion R. R. Co	14,495.36
Illinois Central R. R. Co	16,282,373.55
Indiana Harbor Belt R. R	296,053.57
Indianapolis Union Ry. Co	226,781.02
International & Great Northern Ry. Co	1,394,945.98
Intermountain Ry. Co	9,204.31
Interstate R. R. Co	83,786.51
Iowa Transfer Ry. Co	2,414.96
Joliet Union Depot Co	22,664.53
Joplin Union Depot Co	30,044.58

[1] Boat lines.

[2] No operating returns made to the Commission. Operating income ascertained and certified at the request of the Director General.

[3] Operated by electricity.

Name of carrier.	Income.
Kanawha & Michigan Ry. Co.	$1,295,141.37
Kanawha & West Virginia R. R. Co.	45,260.63
Kankakee & Seneca R. R. Co.	*42,164.52*
Kansas City, Clinton & Springfield Ry. Co.	7,889.85
Kansas City, Mexico & Orient R. R. Co. and Kansas City, Mexico & Orient Ry. Co. of Texas, combined.	9,073.39
Kansas City, Shreveport & Gulf Terminal Co.	6,014.66
Kansas City Southern Ry. Co.	3,216,697.65
Kansas City Terminal Ry. Co.	1,999,313.50
Kansas Southwestern Ry. Co.	*43,852.04*
Keokuk Union Depot Co.	4,451.37
Keokuk & Hamilton Bridge Co.	28,828.19
Kewaunee, Green Bay & Western R. R. Co.	95,958.60
Kinston-Carolina R. R. Co.	9,708.39
Lackawanna & Montrose R. R. Co.	*9,282.08*
Lake Charles & Northern R. R. Co.	73,493.70
Lake Erie & Eastern R. R. Co.	127,081.06
Lake Erie & Pittsburg Ry. Co.	400,674.72
Lake Erie & Western R. R. Co.	1,548,541.69
Lake George Steamboat Co.[1]	28,608.72
Lake Superoir Terminal & Transfer Ry. Co. of Wis.	*93.05*
Lake Superior & Ishpeming Ry. Co.	134,584.95
Lawrenceville Branch R. R. Co.	*501.01*
Leavenworth Depot & R. R. Co.	14,933.32
Leavenworth Terminal Ry. & Bridge Co.	43,583.48
Lehigh & Hudson River Ry. Co.	519,371.13
Lehigh & New England R. R. Co.	1,135,760.91
Lehigh Valley R. R. Co.	11,321,233.25
Lewiston & Auburn R. R. Co.	*22,251.78*
Lexington Union Station Co.	15,435.26
Lime Rock R. R. Co.	22,349.89
Litchfield & Madison Ry. Co.	116,597.96
Little Kanawha R. R. Co.	*11,339.35*
Long Island R. R. Co.	3,221,948.91
Lorain, Ashland & Southern R. R. Co.	*108,877.98*
Lorain & West Virginia Ry. Co.	137,277.98
Los Angeles & Salt Lake R. R. Co.	3,420,417.19
Louisiana & Arkansas Ry. Co.	407,987.27
Louisiana & Mississippi R. R. Transfer Co.[1]	41,689.33
Louisiana Ry. & Nav. Co.	357,353.37
Louisiana Southern Ry. Co.	25,463.28
Louisiana Western R. R. Co.	895,178.49
Louisville, Henderson & St. Louis R. R. Co.	343,915.53
Louisville and Jeffersonville Bridge and R. R. Co.	169,701.70
Louisville & Nashville R. R. Co.	17,310,494.67
Louisville & Wadley R. R. Co.	2,547.66
Macon, Dublin & Savannah R. R. Co.	90,575.92
Macon Terminal Co.	79,741.69
Mackinac Transportation Co.[1]	*74,387.58*
Maine Central R. R. Co.	2,955,696.88
Manistee & North-Eastern R. R. Co.	74,863.50
Manistique & Lake Superior Ry. Co.	21,453.73
Manitou & Pikes Peak Ry. Co.	29,922.68
Manufacturers' Junction Ry. Co.	19,042.83
Manufacturers' Ry. Co.	*44,881.21*
Manufacturers' Ry. Co. (St. Louis, Mo.)	*10,183.52*
Marion & Southern R. R. Co.	4,208.88
Marquette & Bessemer Dock & Nav. Co.[1]	19,407.63
Maryland, Delaware & Virginia Ry. Co.	49,543.23
McCloud River R. R. Co.	62,361.08
Memphis, Dallas & Gulf R. R. Co.	28,295.70
Memphis Union Station Co.	121,353.84
Meridian & Memphis Ry. Co.	29,215.74
Meridian Terminal Co.	13,987.64
Michigan Air Line Ry.	*83,482.25*
Michigan Central R. R. Co.	8,052,127.48
Middletown & Hummelstown R. R. Co.	*4,112.91*
Middletown & Unionville R. R. Co.	24,835.44
Midland Valley R. R. Co.	444,345.95
Millers Creek R. R. Co.	$4,006.62
Milwaukee Terminal Ry. Co.	32,556.60
Mineral Range R. R. Co.	147,432.29
Minneapolis Eastern Ry. Co.	30,332.61
Minneapolis, Red Lake & Manitoba Ry.	14,633.72
Minneapolis, St. Paul & Sault Sainte Marie Ry. Co.	10,547,428.70
Minneapolis & Rainy River Ry. Co.	*8,033.98*
Minneapolis & St. Louis R. R. Co.	2,639,857.25
Minneapolis Western Ry. Co.	*3,538.67*
Minnesota Transfer Ry. Co.	96,250.07
Minnesota & International Ry. Co.	202,455.24
Mississippi Central R. R. Co.	309,216.35
Missouri, Kansas & Texas Ry. Co.	5,853,831.21
Missouri, Kansas & Texas Ry. Co. of Texas	621,773.00
Missouri, Oklahoma & Gulf Ry. Co.	*83,603.08*
Missouri, Oklahoma & Gulf Ry. Co. of Tex.	*44,858.33*
Missouri Pacific R. R. Co.	14,206,814.14
Missouri Valley & Blair Ry. & Bridge Co.	*13,014.18*
Missouri & Illinois Bridge & Belt R. R. Co.	102,518.06
Missouri & North Arkansas R. R.	13,146.42
Mobile & Ohio R. R. Co.	2,597,478.39
Monongahela Ry. Co.	533,086.47
Montauk Steamboat Co. Ltd.[1]	*27,895.39*
Montpelier & Wells River R. R.	3,371.62
Morgan's Louisiana & Texas R. R. & S. S. Co.	1,188,525.58
Morgantown & Kingwood R. R. Co.	51,362.93
Mount Hope Mineral R. R. Co.	19,171.43
Muncie Belt Ry. Co.	7,141.18
Munising, Marquette & Southeastern Ry. Co.	93,281.70
Nashville, Chattanooga & St. Louis Ry. Co.	3,182,089.03
Natchez, Columbia & Mobile R. R. Co.	27.56
Natchez & Louisiana Ry. Transfer Co.[1]	432.01
Natchez & Southern Ry. Co.	879.56
Nevada Copper Belt R. R. Co.	43,304.38
Nevada Northern Ry. Co.	882,336.01
New Bedford, Marthas Vineyard & Nantucket Steamboat Co.[1]	33,460.43
New England S. S. Co.[1]	866,429.21
New Jersey & New York R. R. Co.	*8,710.35*
New Orleans Great Northern R. R. Co.	575,951.79
New Orleans Terminal Co.	565,034.70
New Orleans, Texas & Mexico Ry. Co.	218,773.01
New Orleans & Northeastern R. R. Co.	1,204,992.06
Newport & Richford R. R. Co.	*29,479.08*
New River, Holston & Western Ry. Co.	4,407.08
New York Bay R. R. Co.	274,050.44
New York Central R. R. Co.	55,802,630.50
New York, Chicago & St. Louis R. R. Co.	2,218,856.59
New York, New Haven & Hartford R. R. Co.	17,095,884.34
New York, Ontario & Western Ry. Co.	2,103,589.41
New York, Philadelphia & Norfolk Ry. Co.	996,059.76
New York, Susquehanna & Western R. R. Co.	800,587.17
Norfolk Southern R. R. Co.	1,166,990.77
Norfolk Terminal Ry. Co.	44,336.94
Norfolk & Portsmouth Belt Line R. R. Co.	48,667.65
Norfolk & Western Ry. Co.	20,534,163.48
Northeast Pennsylvania R. R. Co.	*23,703.83*
Northampton & Bath R. R. Co.	*2,585.22*
Northern Alabama Ry. Co.	150,582.97
Northern Pacific Ry. Co.	30,057,760.06
Northern Pacific Terminal Co. of Oreg.	99,709.18
Northwestern Coal Ry. Co.	*3,242.17*
Northwestern Pacific R. R. Co.	1,235,101.00
Northwestern R. R. Co. of S. C.	26,583.77
Northwestern Terminal Ry. Co.	2,349.04

[1] Boat lines.

Name of carrier.	Income.
Ocean S. S. Co. of Savannah [1]	$1,048,782.69
Ocilla Southern R. R. Co.	*9,826.26*
Ogden Union Ry. & Depot Co.	54,785.99
Ohio River & Western Ry. Co.	*18,819.70*
Old Dominion S. S. Co.[1]	252,893.61
Ontonagon R. R. Co.	126.67
Orange & Northwestern R. R. Co.	*27,441.12*
Oregon Electric Ry. Co.[2]	141,146.38
Oregon Short Line R. R. Co.	10,196,749.74
Oregon Trunk Ry.	84,722.38
Oregon-Washington R. R. & Nav. Co.	4,519,352.44
Pacific Fruit Express Co.[3]	1,218,324.68
Panhandle & Santa Fe Ry. Co.	1,330,663.88
Paris & Great Northern R. R. Co.	*39,385.14*
Pecos Valley Southern Ry. Co.	1,832.75
Peoria Ry. Term. Co.	38,402.38
Peoria & Pekin Union Ry. Co.	306,513.72
Pennsylvania Co.	14,992,784.78
Pennsylvania R. R. Co.	46,312,932.86
Pennsylvania Terminal Ry. Co.	175,240.89
Pere Marquette Ry. Co.	3,748,196.09
Perkiomen R. R. Co.	339,090.56
Philadelphia Belt Line R. R. Co.	8,525.99
Philadelphia Grain Elevator Co.[3]	98,749.82
Philadelphia, Newton & New York R. R. Co.	2,565.67
Philadelphia & Beach Haven R. R. Co.	*22,905.36*
Philadelphia & Camden Ferry Co.[1]	401,556.86
Philadelphia & Chester Valley R. R. Co.	5,074.21
Philadelphia & Reading Ry. Co.	15,868,331.36
Philadelphia, Baltimore & Washington R. R. Co.	3,610,839.54
Pickering Valley R. R. Co.	24,917.31
Piedmont & Northern Ry. Co.	435,789.34
Pierre & Fort Pierre Bridge Ry. Co.	11,341.17
Pierre, Rapid City & Northwestern Ry. Co.	*15,344.01*
Pine Bluff Arkansas River Ry.	*12,887.78*
Pittsburgh, Chartiers & Youghiogheny Ry. Co.	180,614.38
Pittsburgh, Cincinnati, Chicago & St. Louis R. R. Co.	11,334,093.67
Pittsburgh & Lake Erie R. R. Co.	8,980,219.40
Pittsburgh & Shawmut R. R. Co.	613,261.14
Pittsburgh & West Virginia Ry. Co.	237,009.89
Pontiac, Oxford & Northern R. R. Co.	*13,861.01*
Port Arthur Canal & Dock Co.[3]	*36,049.44*
Port Huron Southern R. R. Co.	11,025.78
Portland Terminal Co.	274,689.90
Port Reading R. R. Co.	235,697.96
Port Townsend & Puget Sound Ry. Co.	*136.94*
Potcau Valley R. R. Co.	*3,232.19*
Pueblo Union Depot & R. R. Co.	32,688.87
Puget Sound & Willapa Harbor Ry. Co.	82,149.27
Pullman Co.	12,323,595.53
Quanah, Acme & Pacific Ry. Co.	98,939.02
Quincy, Omaha & Kansas City R. R. Co.	29,396.50
Raleigh & Charleston R. R. Co.	17,371.55
Railway Transfer Co. of Minneapolis	105,014.44
Rapid City, Black Hills & Western R. R. Co.	13,003.56
Raritan River R. R. Co.	160,256.70
Reading & Columbia R. R. Co.	18,230.27
Richmond, Fredericksburg & Potomac R. R. Co.	1,137,373.75
Rio Grande, El Paso & Santa Fe R. R. Co.	18,060.06
Rio Grande Southern R. R. Co.	144,365.69
Rock Island Frisco Terminal Ry. Co.	167,034.76
Rockingham R. R. Co.	1,648.79
Roscoe, Snyder & Pacific Ry. Co.	69,570.35
Rosslyn Connecting R. R. Co.	*6,598.83*
Rupert & Bloomsburg R. R. Co.	6,050.57
Rutland R. R. Co.	1,023,883.21
St. Johnsbury & Lake Champlain R. R. Co.	*23,150.77*
St. Joseph Belt Ry. Co.	$44,854.81
St. Joseph & Grand Island Ry. Co.	373,811.11
St. Joseph Terminal R. R. Co.	14,083.73
St. Louis, Brownsville & Mexico Ry. Co.	983,890.01
St. Louis Merchants Bridge Terminal Ry.	412,427.56
St. Louis National Stock Yards Co.	40,474.56
St. Louis & O'Fallon Ry. Co.	99,702.27
St. Louis-San Francisco Ry. Co.	13,690,212.98
St. Louis, San Francisco & Texas Ry. Co.	*827,035.36*
St. Louis Southwestern Ry. Co.	3,355,748.99
St. Louis Southwestern Ry. Co. of Tex.	555,164.52
St. Louis Transfer Ry. Co.	*10,855.70*
St. Louis, Troy & Eastern R. R. Co.	143,257.24
St. Paul Bridge & Terminal Ry. Co.	67,509.40
St. Paul Union Depot Co.	86,942.39
Salt Lake City Union Depot & R.R. Co.	70,434.88
San Antonio & Aransas Pass Ry. Co.	373,051.70
San Antonio, Uvalde & Gulf R. R. Co.	55,928.38
Sandy River & Rangeley Lakes R. R.	46,666.42
Sandy Valley & Elkhorn Ry. Co.	391,921.06
San Francisco & Portland S. S. Co.[1]	36,769.13
Savannah Union Station Co.	27,429.09
Schoharie Valley Ry. Co.	10,707.82
Seaboard Air Line Ry. Co.	6,497,024.85
Seattle, Port Angeles & Western Ry. Co.	72,664.93
Sharpsville R. R. Co.	15,646.14
Shreveport Bridge & Terminal Co.	48,229.99
Sidell & Olney R. R. Co.	*49,235.88*
Sioux City Bridge Co.	81,060.81
Sioux City Terminal Ry. Co.	17,352.93
Southern Illinois & Missouri Bridge Co.	120,011.67
Southern Pacific Co.	38,021,937.62
Southern Pacific Terminal Co.	207,444.48
Southern Ry. Co.	18,653,893.15
Southern Ry. Co. in Miss.	6,989.50
Spokane International Ry. Co.	190,908.85
Spokane, Portland & Seattle Ry. Co.	1,871,083.00
Standard & Hernando R. R. Co.	*12,773.51*
Staten Island Rapid Transit Ry. Co.	356,823.70
Stewartstown R. R. Co.	10,327.44
Stony Creek R. R. Co.	17,368.77
Sullivan County R. R. Co.	184,574.57
Sunset Ry. Co.	64,562.79
Susquehanna & New York R. R. Co.	56,884.89
Susquehanna, Bloomsburg & Berwick R. R. Co.	49,722.26
Sussex R. R. Co.	*29,937.64*
Sylvania Central Ry. Co.	3,283.68
Tacoma Eastern R. R. Co.	133,525.16
Tallulah Falls Ry. Co.	5,353.98
Tamaqua, Hazelton & Northern R. R. Co.	1,457.50
Tampa Northern R. R. Co.	*22,276.84*
Tampa Union Station Co.	14,660.40
Tampa & Gulf Coast R. R. Co.	2,359.80
Tennessee, Alabama & Georgia Ry. Co.	*46,914.90*
Tennessee Central R. R. Co.	162,733.55
Terminal R. R. Asso. of St. Louis.	2,574,510.88
Texarkana & Fort Smith Ry. Co.	318,729.68
Texas City Terminal Co.	37,771.30
Texas Midland R. R.	59,348.35
Texas & New Orleans R. R. Co.	715,135.69
Texas & Pacific Ry. Co.	4,107,432.49
Texas Southeastern R. R. Co.	23,012.96
Tidewater Southern Ry. Co.	7,251.27
Toledo, Peoria & Western Ry. Co.	159,739.77
Toledo, Saginaw & Muskegon Ry. Co.	*115,737.85*
Toledo Terminal R. R. Co.	252,999.43
Toledo, St. Louis & Western R. R. Co.	994,294.38
Toledo & Ohio Central Ry. Co.	1,086,650.87
Tonopah & Tidewater R. R. Co.	182,638.84
Trans-Mississippi Terminal R. R. Co.	665,391.57
Trinity & Brazos Valley R. R.	*238,904.66*

[1] Boat lines.
[2] Operated by electricity.
[3] No operating returns made to the Commission. Operating income ascertained and certified at the request of the Director General.

Name of carrier.	Income.	Name of carrier.	Income.
Troy Union R. R. Co.	$11,852.69	Waycross & Southern R. R. Co.	*$6,350.60*
Tug River & Kentucky River R. R. Co.	19,698.73	Waynesburg & Washington R. R. Co.	12,028.15
Ulster & Delaware R. R. Co.	128,009.47	Weatherford, Mineral Wells & Northwestern Ry. Co.	31,148.57
Union Depot Co. (Columbus, Ohio).	58,058.17	West Jersey & Seashore R. R. Co.	952,681.93
Union Freight R. R. Co.	32,009.69	West Side Belt R. R. Co.	186,330.78
Union Pacific R. R. Co.	23,700,008.61	Western Allegheny R. R. Co.	51,490.47
Union R. R. Co. of Baltimore.	1,387,766.97	Western Cable Ry. Co.	*5,442.84*
Union Ry. Co. (Memphis, Tenn.)	84,690.41	Western Maryland Ry. Co.	3,079,593.35
Union R. R. Co. (Pa.)	1,370,290.23	Western Pacific R. R. Co.	1,900,349.74
Union Stock Yards Co. of Omaha (Ltd.)	149,812.64	Western Ry. of Alabama.	288,237.53
Union Terminal Ry. Co.	29,678.71	Wheeling & Lake Erie Ry. Co.	1,586,037.32
Union Terminal of Dallas	296,616.04	Wheeling Terminal Ry. Co.	113,151.33
Van Buren Bridge Co.	8,269.88	Wichita Falls & Northwestern Ry. Co.	145,245.24
Vermont Valley R. R. Co.	133,499.08	Wichita Union Terminal Ry. Co.	103,926.78
Vicksburg, Shreveport & Pacific Ry. Co.	337,947.96	Wichita Valley Ry. Co.	352,367.05
Virginia-Carolina Ry. Co.	73,326.05	Wiggins Ferry Co.	300,311.41
Virginia Navigation Co.[1]	*2,240.60*	Wilkes-Barre Connecting R. R. Co.	33,230.72
Virginian Ry. Co.	3,247,603.41	Wilkes-Barre & Eastern R. R. Co.	179,547.57
Wabash Ry. Co.	5,826,809.91	Williamson & Pond Creek R. R. Co.	9,304.64
Wadley Southern Ry. Co.	*10,028.36*	Williams Valley R. R. Co.	2,486.86
Ware Shoals R. R. Co.	10,553.30	Winona Bridge Ry. Co.	38,876.91
Washington Southern Ry. Co.	468,432.81	Winston-Salem Southbound Ry. Co.	260,251.62
Washington & Vandemere R. R. Co.	5,027.19	Woodstock & Blocton Ry. Co.	14,918.83
Waterloo, Cedar Falls & Northern Ry. Co.[2]	374,373.41	Wrightsville & Tennille R. R.	24,496.61
Watertown & Sioux Falls Ry. Co.	51,339.50	Wyoming & Northwestern Ry. Co.	180,029.97
Waupaca-Green Bay Ry.	2,780.19	Yadkin R. R. Co.	52,950.56
		Yazoo & Mississippi Valley R. R. Co.	3,862,317.83
		York Harbor & Beach R. R. Co.	5,371.74
		Zanesville & Western Ry. Co.	*107,598.45*

[1] Boat lines.

[2] Operated by electricity.

140850°—19——12*

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